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The Solicitors' Journal.

LONDON, JUNE 3, 1871.

UNDOUBTEDLY the question of the hour is that of the extradition of French Communists who may escape hither. The topic has already been ventilated freely in our public prints and in certain public meetings, and as things now go it is scarcely surprising that it has been treated as a shibboleth. Newspapers to which the red symbol of Republicanism is as a red rag to a baited bull loudly clamour for the extradition as a matter of right beyond dispute; while there are again other personages, individual as well as typographical, who seem to have tied themselves to a support through thick and thin of any movements of the same colour—deeper shades of the red to have the preference over the lighter—and who treat the matter as equally clear the other way. Happily, the Government are likely to treat the question impartially on its merits. Let us examine, then, the task which they will, or very probably may, have before them. There is an extraordinary diversity among the authorities on international law upon the question whether or no there is any extradition obligation independently of treaty. Wheaton enumerates Grotius, Heineccius, Burlamaqui, Kent and others as in favour of an obligation, and Puffendorf, Voet, Martens, Mittermeier and Heffter, as holding, with others, that the extradition of criminals is a matter of imperfect obligation only, and requiring to be supplemented and regulated by special compact, to raise it to the level of an international rule. Sir Robert Phillimore, too, seems of the latter opinion. However, we need not discuss that curious question; few, we imagine, will dispute that, where there is an obligation by treaty, the obligation should be performed. Treaties of extradition have been made between England and most of the principal Continenal nations: that with France was signed in 1843, and an Act of Parliament in accordance with its provisions was passed during the same year (6 & 7 Vict. c. 75). A discussion of some of the difficulties connected with its execution led to the passing of 29 & 30 Vict. c. 131. (See correspondence affecting the Extradition Treaty with France, 1866, p. 27). And it was again recognised as subsisting by the 27th section of the Extradition Act, 1870 (33 & 34 Vict. c. 52) by which the two Acts we have cited were repealed. There can, therefore, be no doubt that any application for extradition will be made under this treaty and will be answered by reference to the provisions of the Extradition Act, 1870 (made applicable to the treaty by section 27).

Under this Act a fugitive criminal is not to be surrendered if the offence in respect of which his surrender is demanded is one of a political character, or if he satisfy the police magistrate or the Court before which he is brought on *habeas corpus*, or the Secretary of State, that the requisition for his surrender has, in fact, been made with a view to try or punish him for an offence of a political character; and evidence may be received to show that the crime alleged is an offence of a political character, and not an extradition crime. There is no definition of "an offence of a political character." Mr. J. S. Mill, indeed, in the course of the passage of the Extradition Bill through the Commons, attempted a definition: he proposed to define it as "any offence committed in the course of or furthering of civil war, insurrection or political commotions." This definition, which was obviously too wide, found no favour. In truth, it is as impossible, and if it were possible would be as inexpedient, to prescribe a hard and fast definition of a political offence as to bind the court of equity by any rigid definition of what is "fraud" or "undue influence." The question in the present case must be investigated by the light of its own circumstances only.

If the Commune had been regarded by the British Government as belligents, it might be argued that the fact of belligerency put an end to the question, since belligerents may be left by neutrals to decide for themselves how they will wage their warfare at the seat of war. Our Government, however, though holding certain communications with the Commune in reference to the safety of British subjects, never recognised them as belligerents. Rebellion is a political crime, and though the Versailles Government may desire to treat every insurgent taken in arms, or proved to have fired a fatal shot from a barricade, as guilty of murder, our Government would certainly be wrong in delivering up any insurgents accused merely of acts, which however, to be deprecated, were acts of warfare. Thus far the question seems to admit of no doubt, but it becomes difficult when we turn to acts like the wanton destruction of the Tuileries, and of whole streets of houses by petroleum fires, and the butchery of the Archbishop of Paris and hundreds of other innocent persons. Here, again, no rigid *a priori* test can be laid down any more than on the general question, but the principle seems to be this: *Primâ facie* every insurgent engaged in rebellion warfare, which is a merely political offence, has committed no extradition crime; and any acts, though shocking in themselves, which were done in the *bonâ fide* prosecution of such warfare, acts which were (allowing for the inherent unreason of all warfare) reasonable means towards the success of the rebellion, do not deprive the insurgent of his character of a political offender. Even the shooting of hostages, or the burning of buildings, and even whole quarters of a city, might fall within this category of acts of legitimate warfare, the one being done by way of reprisal, and the other for strategical purposes. But it seems to us that the late horrible destruction of life and buildings by bullets and fire in Paris cannot be so identified: these horrid acts appear to have been the offspring of mad, besotted rage and despair; they were not strategic acts in any way, and the aims of their perpetrators seem to have reached no farther than the immediate bloodshed and destruction. Viewed in this manner, the firing of Paris and the slaughter of so many individuals were crimes and not political offences. But even then a question remains behind. A fugitive criminal is not to be given up if it appear that the requisition has been made in order to try or punish him for a political offence. These criminals, for as such our course of reasoning has stamped them, were political offenders as well, and if the intention of M. Thiers' Government is to punish them as political offenders and not as criminals guilty of arson or murder, they ought not, on the terms of the Act, to be given up. It is not every insurgent who has been guilty, even by agency or implication, of these murders and arsons, but supposing such an offender to be delivered up to the French Government, is it probable for one moment that he would be permitted to escape the penalty of his political offence?

The difficulty of the case presents itself to us from an entirely different point to that from which it has been approached by our contemporaries. The question whether or not certain acts have constituted a political offence will not, to our thinking, be difficult; but the really difficult question will be—would the British Government,

by delivering up such and such an individual, be in fact delivering him up to be tried or punished for the political offence of rebellion? And if the answer be made in the affirmative the extradition should not be made.

IN ANOTHER COLUMN we have extracted from an American law paper, the Philadelphia *Legal Intelligencer*, a curious case, in which five colliery companies possessing between them the entire coal supply of a large district had appointed a joint committee to adjust the price of coal, regulate and even suspend the shipments; and all the companies bound themselves not to sell or ship any coal except upon the terms determined by the committee. The Supreme Court of Pennsylvania held that this was an illegal contract, as contrary to public policy.

The *Law Times* publishes this week what purports to be an original article on the subject, headed "Combinations to Control Prices," but consisting, with the exception of a very few lines, of unacknowledged extracts from the decision in this American case. Our contemporary must surely have been victimised by some hoaxing contributor, for we cannot imagine that any English law journal, much less one with the position occupied by the *Law Times*, would wilfully publish an American judge's decision, pretending it to be original editorial matter.

THE CASE of *Atkinson* v. *The Queen's Proctor*, recently decided by Lord Penzance in the Probate Court, shows that in one respect, the Probate Act requires immediate amendment. The plaintiff was the executor of Mary Henderson, a bastard, whose will he propounded. The testatrix had executed it nine years before her decease, and there was no pretence, therefore, that it had been procured by undue influence. But one of the attesting witnesses had made a statement (which he afterwards entirely retracted), as to the circumstances which accompanied the signature of the will; a statement which, if it had been accurate, tended to show that the formalities prescribed by the Wills Act had not been duly observed. Upon this shadowy information, the Queen's Proctor thought it proper to intervene to defeat what was unquestionably the real intention of the testatrix. He contested the will, and three learned counsel appeared to support his case; the trial ended in the will being established beyond all doubt. Indeed, it would be hardly too much to say that the contest was unreal from the beginning. The will represented—upon the admission of the Attorney General, who withdrew at the last moment the charges which were formally pleaded of undue influence and unsoundness of mind—the deliberate wishes of the testatrix, and the alleged informality in the execution turned out to be moonshine. But the plaintiff has, nevertheless, by the opposition of the Queen's Proctor, and especially by his not withdrawing all the pleas except the traverse of the due execution of the will, been subjected to heavy costs. These would have been borne by the unsuccessful defendant, as a matter of course, had he been a private individual. An absurd old rule, however, was invoked by the Queen's Proctor, to protect himself from the consequences of his unfortunate and too hasty interference. The dignity of the Crown is such that it "can neither pay nor receive costs;" and as no statute exists which mitigates the consequences of this fine old constitutional regulation except in revenue cases, the caprice of the Queen's Proctor has cost the plaintiff a considerable sum of money. He had to propound the will of the testatrix in solemn form, and call several witnesses from distant parts of the country to establish its validity, and to negative the allegations of undue influence and incapacity. The expense of this proceeding he—absolutely blameless as he is—has to pay. The Queen's Proctor's own expenses, the public pay. And with the income-tax at sixpence in the pound, it is not unreasonable to ask that some precautions should be taken in future against such expenses being needlessly incurred. It may that the power of intervention is necessary and valuable, but as Lord Penzance himself has recently observed, it is a power which should only be exercised after careful investigation. It is hard on the tax payer that he should have to pay the cost of really idle interference. It is still more hard upon the party intervened against that he should be compelled to play the game of "heads I lose, tails you win" with an irresponsible official. Lord Penzance emphatically intimated in the case we are commenting on that, had the defendant been a private person, he would have condemned him in costs. Surely the same result should follow when the Crown is the nominal defendant; and an Act of Parliament rendering the Queen's Proctor liable to pay costs when he intervenes without cause would be beneficial in two ways. It would prevent injustice to persons intervened against without due reason, and it would save the public money. For the Queen's Proctor would exercise his powers more sparingly or with more discrimination than at present, if failure was in his case visited with the same consequences as in the case of a private individual. It is true that when he did fail the public would have to pay the costs of both sides. But it is just that they should do so; and with this check upon his zeal, we may be confident there would be few fruitless interventions.

IT HAS RECENTLY BEEN ENACTED in the State of New York that a woman may maintain an action for words imputing unchastity to her, without proof of special damage, and that in case of her being a married woman she may sue alone, and in such cases any damages recovered are to be her separate property.

Our own law on the subject is still unaltered, notwithstanding the recommendation of the committee of the House of Lords in 1843, and the observations of Lords Campbell and Brougham in *Lynch* v. *Knight* (9 H. L. 593, 594), and of Cockburn, C. J. and Crompton and Blackburn, JJ., in *Roberts* v. *Roberts* (12 W. R. 909). The real reason why no alteration has been made in our own law obviously is, not that there is any difference in opinion upon the question whether a woman whose chastity is impugned ought not to have an opportunity of vindicating it, but rather that the grievance being one of few individuals only and not of a class, no agitation on the subject is possible. The origin of the rule is of course to be found in the different views current in society at the time when it arose. Damage is an essential part of a cause of action for defamation, and the distinction between words actionable in themselves and words only actionable when special damage follows, is simply this, that in the former class of cases the courts take judicial notice of the fact that such imputations do cause damage, while in the other class of cases they do not take such notice. The consequence is that whether words conveying particular imputations fall within one class or the other, depends simply upon the notions entertained when our law on the subject became stereotyped. It was then thought that, while to impute to a person any indictable offence or any misconduct in his or her business must necessarily cause damage, yet that to impute unchastity to a woman would by no means necessarily have the same effect. It is almost a pity that judges have not, from time to time, felt themselves able gradually to alter the law on this point, as they have done in others. Probably the reason is that, the rule being clear and simple, no one has been able to suggest a method of gradually frittering it away without directly overruling the old authorities.

WE HOPE our readers will bear in mind that the anniversaries are approaching of two excellent benevolent institutions of the profession. The annual dinner of the United Law Clerks' Society takes place on Wednesday next, the 7th of June, at the Freemasons' Hall, in Great Queen-street, Lincoln's-inn-fields, under the presidency of Lord Justice Mellish. The Solicitor's Benevolent Society's dinner is fixed for the following Tuesday, June

13th, at the Albion Tavern, Aldersgate-street, the Lord Chief Baron in the chair. We trust that our readers will support these excellent societies with liberal contributions.

DEBTS FOUNDED ON WAGERS.

The recent decision of the Master of the Rolls in *Bubb* v. *Yelverton* (19 W. R. 739) affirms the proposition that, as the law now stands, a person who is commissioned by another to enter into betting transactions on the turf for him, and does so, and pays money in discharge of debts so incurred, although the debts themselves are made null and void by the 8 & 9 Vict. c. 109, s. 18, can, nevertheless, recover against his principal, or claim under the administration of his estate, as for a valid debt in respect of the money so paid to the use of the principal. In this case the claimant deposed to having been requested by his principal, the late Marquis of Hastings, to pay the sums in question after the events, but the Master of the Rolls intimated that he considered the original mandate or commission *per se* comprehended such an authority and request.

This decision is an advance upon a former one in the same cause: *Bubb* v. *Yelverton* (18 W. R. 512) which was the case of a bond, and therefore *primâ facie* required no consideration to support it unless impugned *ab extra* (as in fact it was), while, in this case, the consideration was the primary and essential point for inquiry, as the debt was of course a simple contract one, and indeed was, it appears, wholly established by the evidence of the claimant Lord C. Ker, the credibility of whose testimony, to which the Master of the Rolls gave full credence, was considered by him to be the vital question in the case.

The bond referred to had been given by the late Marquis of Hastings in satisfaction of heavy betting debts, but upon the evidence the Court concluded that the immediate motive for the bond was to avert proceedings which were threatened before the Jockey Club, the effect of which would have been the expulsion of the Marquis from the club as a defaulter, and would have been detrimental to his interests, and this was held by the Master of the Rolls to be a sufficient consideration to uphold the bond; which, we presume, must mean that, by averring such a consideration the averment was repelled, that the contract for securing the money fell within the purview of the 18th section of the 8 & 9 Vict. c. 109. This section enacts—

"That all contracts or agreements, whether by parole or in writing, by way of gaming or wagering, shall be null and void; and that no suit shall be brought or maintained in any court of law or equity for recovering any sum of money or valuable thing alleged to be won upon any wager, or which shall have been deposited in the hands of any person to abide the event on which any wager shall have been made. Provided always, that this enactment shall not be deemed to apply to any subscription or contribution or agreement to subscribe or contribute for or towards any plate, prize, or sum of money to be awarded to the winner or winners of any lawful game, sport, pastime, or exercise."

It was argued that a bond, if given directly for money lost in a wager on a race, would, under the conjoint effect of this statute and the 5 & 6 Will. 4, c. 41, not be invalid. The latter statute, as is known, was passed to make negotiable instruments in the hands of *bonâ fide* holders without notice, valid, although they had been given for gaming and wagering debts, prior Acts having made such securities null and void. The Act of Will. 4 declared they should only be deemed to have been given on an illegal consideration, the effect of which was that a *bonâ fide* holder for value, without notice of the illegality, could recover unless he obtained the bill after it became due (Chitty on Bills of Exchange, p. 59). By the 9th Anne, c. 14, s. 1, all notes, bills, bonds, judgments, mortgages, or other securities given for money lost at the games there enumerated, which, by construction, embraced horse-racing, and, it is believed, every known sport, were made void. In applying the intended remedy, the statute of Will. 4 only, in terms, enacts that so much of the Act of Anne shall be repealed as enacts that such *notes*, *bills*, and *mortgages* shall be void, and that such *notes*, *bills*, *and mortgages* shall be deemed to have been given on an illegal consideration only. By the statute of 8 & 9 Vict c. 109 s. 15, all such parts of the statute of Anne are repealed as are not repealed by the statute of Will. 4, so that it is open to contend that *bonds* not being named in the Act of Will. 4, and the Act of Anne that made them illegal being gone, they are now, by being remitted to the common law, exactly in the same position as a voluntary bond which has been given on no legally binding consideration. The Master of the Rolls avoided deciding this question as he felt clear on the point of the legal validity of the bond, as having been given with a view to avert the action of the Jockey Club. Taking, however, the present state of the law, in regard to a wagering contract, as laid down by the Court of Queen's Bench, that such contracts are not illegal, unless they be in relation to some unlawful object, but are simply void, and equivalent in law to acts resting on no consideration, so that a bill given in payment of such a wager in the hands of a third party, does not cast on the plaintiff the proof that he gave consideration: *Fitch* v *Jones* (3 W. R. 507, 5 Ell. and Bl. 538): and considering that a bond is (unless in competition with other creditors) as valid without a consideration as with it, it is difficult to say why such a bond, even as between the immediate parties to a lawful wager, such as that on a horse race, should not be valid though unsupported by any further consideration. V. C. Stuart, has expressed his opinion, though his decision was independent of this, that there is strong ground for considering that the *bonâ fide* assignee of a bond without notice of the illegal consideration is within the equity of the statute. 5 & 6 Will. 4, c. 41, and he suggests the reason of the exclusion of this case in terms from that statute, was because that Act was mainly aimed at remedying the evils to which transferees of legally transferable securities, were exposed in the prior state of the law (*Hawker* v. *Hallewell*, 4 W. R. 584, 3 Sm. & G. 94.). Of course, if the bond would be valid between the immediate parties it would *a fortiori* be equitably valid in the hands of a *bonâ fide* transferee for value; but even if the bond, as between the immediate parties to the wager would, from the nature of the event betted upon, be illegal, the statute of Will. 4 might, if Vice-Chancellor Stuart's view be correct, still render it valid in the hands of the *bonâ fide* transferee.

The restrictions on time bargains in the Government funds of the country being now removed (23 Vict. c. 28), there is no longer any other test by which to try the legality of bargains on the Stock Exchange, than by ascertaining, by the circumstances of the cases, and the relation of the parties, whether they are to be referred to the category of wagers or contracts. As to this we may bear in mind that, though it was settled that even in a case of sale of Government stock while Sir John Barnard's Act was in force, it was no objection to the validity of the contract, that the vendor, at the time of contract for sale, was not actually possessed of the stock (*McCallan* v. *Mortimer*, 9 Mee. & W. 636), yet it has been clearly held that in an agreement for buying and selling *shares* (which was never within the Act against time bargains) if the jury find that neither party really intended to buy or to sell specific shares but each meant *to break the contract*, and to give the other a remedy against him for difference of price according as the market rose or fell, such a transaction is a *bet* and no contract (*Grizewood* v. *Blane*, 11 C. B. 565).

The principle that the agent for another in a transaction, which amounts in law to a wager, does, by paying the loss incurred at the request of his principal constitute himself a legal creditor of the other, though the latter was under no legal obligation to pay it, has been fully established in cases between principal and agent in stock-jobbing transactions (*Rosewarne* v. *Billing*, 12 W. R.

104; *Knight* v. *Cambers*, 15 Com. B. 565), and the last decision of the Master of the Rolls appears to be only a legitimate application of the same doctrine to the case of a wager on the event of a lawful sport. Such payments, if the agency be once established, seem to be properly assimilated to the case of one person requesting another to pay money to a charity—a payment which could not be enforced by law—but on which an action for money paid would undoubtedly lie: per Tindal, C. J. in *Pawle* v. *Gunn* (4 Bing. N. C., p. 449.)

It should be borne in mind that the construction put on the Statute of Anne made many wagers unlawful that were not so at common law—*inter alia* those on horse-racing,—consequently all securities given for such wagers were, by the terms of that Act, null and void. The 5 & 6 Will. 4, c. 41, s. 1, declares that every note, bill, or mortgage, which, if that Act had not been passed, would by virtue of the Acts recited (*inter alia* the Act of Anne) have been absolutely void, shall be presumed to have been given on an *illegal* consideration, and the recited Acts shall have the same effect which they would have had if instead of enacting that such note, bill, or mortgage should be absolutely void, they had provided that they should have been deemed to have been given on an illegal consideration. The 2nd section of this Act provides that the maker of any such note, bill, or mortgage who shall pay the amount shall be deemed to pay it on the account of the person to whom the instrument was originally given and the amount shall be recoverable at law from such person. The 8 & 9 Vict. c. 109, s. 15, repeals such parts of the repealed Acts as were not repealed by the 5 & 6 Will. 4, c. 41, and therefore might seem to remit to the common law the legality or illegality of all wagers. However, the illegality of notes, bills, and mortgages, which by the removal of the statutory illegality would not be illegal at common law, still, it would seem, adheres to them in consequence of the language of the 5 & 6 Will. 4, c. 41, s. 1 (see *Hay* v. *Ayling*, 16 Q. B. 431). There seems to be nothing in the Act 8 & 9 Vict. c. 109, to alter the position of the immediate parties to the transaction, in the case of the note, bill, or mortgage being paid by the maker, as provided by the 2nd section of 5 & 6 Will. 4, c 41. The maker could therefore recover the money from the person to whom he originally gave the security on such consideration.

REMOTENESS OF DAMAGE.

The meaning of the maxim *In jure causa proxima non remota spectatur* is, that unless the injury be the fair and natural result of the act complained of, damages will not be recoverable. The difficulty lies in the application of the general principle to the particular case. Take as an illustration the well-known squib case (*Scott* v. *Shepherd*, 2 W. Bl. 892). One Shepherd threw a lighted squib into a market house. The squib fell on a gingerbread stall, which was kept by one Yates. A bystander snatched it up, and to prevent injury to himself and to Yates' wares, flung it down the market house. It fell upon another stall, the keeper of which, also to protect himself and his wares, flung it to another part of the market house, and in its course it hit the plaintiff, and put out his eye. The question was, whether Shepherd, the original thrower, was responsible for the injury—in other words, was the act of Shepherd, in throwing the squib the proximate or the remote cause of the injury? The judges differed in opinion. Grey, C.J., held that the injury was the direct and immediate consequence of the act of the original thrower. Blackstone, J., held that the injury was consequential, but not immediate; and that trespass would not lie. Nares and Gould, JJ., held that trespass did lie, for that the natural and probable consequence of the act of the original thrower was injury to somebody, so that the act was unlawful; and as the act was unlawful, the defendant must answer for the consequences of it, whether mediate or immediate. It is clear that Grey, C.J., grounded his opinion on the fact, as proved in evidence, that the intermediate throwers of the squib had no intent except to protect themselves and their property which was exposed to danger. Thus, they were simply links in the chain of cause and effect. If either of them had had any mischievous intent, he, and not the original thrower, would presumably have been regarded as the immediate author of the injury. Blackstone, J., differed in opinion only as to the form of the action; while Nares and Gould, JJ., took the view that the unlawfulness of the original act made the doer of it liable for the consequences, in any event. The principal question, of course, was as to the form of action, whether trespass or case ought to have been brought. We only refer to the case as a well-known illustration of the maxim.

The view taken by the last-named judges comes to this, that the law is not so strict in its definition of what are the fair and proximate consequence of an act, where the act is in itself unlawful; or, as it is put in a well-known American work (Sedgewick "On the Measure of Damages," p. 125) the law will go further in quest of consequences to punish a wrong-doer, than to redress an act of pardonable negligence.

The attempt to lay down any general rule as to remoteness and proximity is apt to land us in a maze of casuistry respecting cause and effect. The best rule is, that the damage must be the natural consequence of the act, or it will be too remote. *Vicars* v. *Wilcocks* (8 East 1) will serve to explain what we mean. The defendant had uttered a slander respecting the plaintiff, who, in consequence of the slander, as he alleged, was dismissed from his situation. He accordingly brought his action, claiming special damages for his discharge, and Lord Ellenborough held, that the discharge of the plaintiff was a mere wrongful act on the part of his master, and not the legal and natural consequence of the utterance of the slander; so that the plaintiff took nothing by his action against the original utterer of the slander. In another action for slander, Taunton, J., held that in order to make words (of ambiguous import, however), actionable, they must be such that the special damage alleged would be the fair and natural result of their being uttered (*Kelly* v. *Partington*, 5 B. & Ad. 645). In yet another case, where B. had repeated a slander respecting the plaintiff which he heard from A., it was held that no action would lie against A. for special damages, occasioned by the slander by him communicated to, and repeated by, B., for that, the repetition of the slander by B. was not the necessary consequence of the communication to B. (*Ward* v. *Weeks*, 7 Bing. 211.

Our readers will remember the recent case *Re United Service Company, Johnston's claim* (19 W. R. 457) in which this subject was very fully considered by the Lord Justice James. We noticed some weeks ago (ante p. 112) the principal question in the case—namely, whether the United Service Company, as the bankers of the claimant, had been guilty of culpable negligence in keeping his securities. The Lord Justice affirmed the judgment of the Master of the Rolls in this respect, but he reversed his Lordship's order, on the ground that the loss in respect of which the claim was made, was too remote a consequence of that negligence to entitle the claimant to the right to prove. It will be remembered that the manager of the bank fraudulently sold Major Johnston's railway shares, and forged the name of Major Johnston to the transfer. On bills filed against the railway companies and the transferees, Major Johnston recovered his shares, but was refused his costs of suit, as he had contributed by his own negligence to the loss. The amount of these costs he now sought to prove against the estate of the United Service Company, as damage sustained by reason of the company's negligence. The Lord Justice, differing from the Master of the Rolls, held that the loss of these costs was too remote a consequence of the negligence of the company for them to be held liable for such costs or any part of them.

The ground of this decision, which was virtually that of both Lords Justices, is easy to discover. The negligence of the company was, in point of fact, not the sole cause of what occurred. The negligence of the company only enabled the manager to get the certificates of the claimant's shares into his own hands; but it was the wrongful act of the manager in forging the claimant's name to the transfers which, coupled with a certain amount of negligence on the claimant's own part occasioned the loss, and rendered the suits necessary. If the costs in respect of which the claim was made had been the costs of an action of detinue for the restoration of the certificates against the manager, or against an innocent holder under him, the claim would no doubt have been admitted; but the object of the suit was to replace the claimant in the position from which he had been ousted, partly through the negligence of the company, but principally through the forgery which was effected by the manager, which, as was said in *Vicars* v. *Wilcocks* (*sup.*), was a mere wrongful act, and not the legal and natural consequence of the original negligence.

We have now got a clue to what appears to be the real distinction between proximate and remote damage. Where the act complained of is the sole, or the substantial cause of the injury, it may be any number of removes from the injury, as the squib case shews, and yet be the proximate cause of it, provided the effect be simply transmitted; just as a ball set rolling may communicate the impulse through any number of other balls to the last in the series, when the original impulse will be the proximate cause of the last in the series being set rolling. It is where the ball receives a subsequent impulse from another source, where a variety of causes combine to produce the result, and the result cannot be said to have followed naturally and directly from the one of them to which it is attributed, that a case of remoteness arises. It will be found, as a general rule, that the damage has been regarded as remote or proximate, according as the result of the act of the person inculpated was, or was not, varied by the wrongful act of some other person.

RECENT DECISIONS.

EQUITY.

Copyright in Maps.

Stannard v. *Lee*, L.J., 19 W. R., 615.

It appears that maps, charts, and plans, were first protected by the Legislature in 1787, under the description of "prints," by 7 Geo. 3 c. 31 (extended by 7 Geo. 3 c. 57), the Act which secured to Hogarth's widow the sole right for printing her husband's works for twenty years. This Act does not, like the Act to amend the law of copyright (5 & 6 Vict. c. 45), make registration a condition essential to protection. The Act 5 & 6 Vict. c. 45, says in the interpretation clause (62) that the word "book" shall be construed to mean and include every . . . . map, chart, or plan, *separately* published. As regards maps which are separately published it would seem as if there were two concurrent statutes of copyright, the earlier of which vests the exclusive right in the proprietor of the "prints" for twenty years, without registration, and the latter of which for the life of the author and seven years over, or a term absolute of forty-two years, as the case may be, conditionally on registration. The earlier Act is not referred to in the preamble of 5 & 6 Vict. c. 45, and it is treated as a subsisting Act by 15 & 16 Vict. c. 12, s. 14, which extends its provisions to publications by lithography, or any other mechanical process by which prints, or impressions of drawings or prints, are capable of being multiplied indefinitely. In *Stannard* v. *Lee*, which was a suit to restrain an alleged infringement, brought by the proprietor of a map separately published who had not registered his map at Stationer's Hall, as provided by 5 & 6 Vict. c. 45, the Lords Justices were of opinion that the earlier Act is virtually repealed by 5 & 6 Vict. c. 45, and that registration is therefore a necessary preliminary to a suit for an infringment of copyright in the case of a map separately published. Maps published together or in connection with letterpress, obviously came under the head of "books."

The decision in *Stannard* v. *Lee* is a rather strong instance of the application of the argument *ab inconvenienti*. To hold that the earlier statute is virtually repealed because it is, or is supposed to be, inconvenient that there should be two concurrent Acts relating to the same thing is, to say the least of it, rather unsatisfactory, whatever the force of the argument *ab inconvenienti* may be in general. It may be inconvenient that there should be two concurrent Acts, the one requiring registration and the other not, but why did not the Legislature repeal 7 Geo. 3 c. 31, and 17 Geo. 3 c. 57, when they were repealing 8 Anne c. 19, and the other Acts repealed by 5 & 6 Vict. c. 45? We welcome the decision as it tends to simplify the law by asserting the necessity of registration in every case; but as a matter of law, we cannot but regard it as questionable.

Bank Trustees—Right of Separate Appearance.

Heinrich v. *Sutton*, L.J., 19 W. R. 515, L. R. 6 Ch. 220.

We need scarcely say that for a solicitor to enter an appearance in a defendants name without authority from him is as culpable as to file a bill in the name of a person without his authority; and in the latter case the bill will be taken off the file with costs as between solicitor and client, upon proof of no authority (*Allen* v. *Bone*, 4 Beav 449).

In *Heinrich* v. *Sutton* a bank trustee moved to expunge an appearance entered for him by the solicitor of the bank, on the ground of no authority. The suit was against the bank, and the trustee had been made a defendant, together with his co-trustees, in the character of trustee for the bank. The deed of settlement of the bank, which had been executed by the trustee, contained the common proviso that where the property was vested in trustees, the board should have power to direct any actions or suits to be prosecuted or defended on account of the property of the bank, and to direct the necessary parties to such suits to carry them on or defend them, and that such parties should be indemnified out of the funds of the bank. The suit in *Heinrich* v. *Sutton* was on account of the property of the bank, and the solicitor of the bank entered an appearance to the trustee's name as of course, and, as it happened, without his knowledge. The Lords Justices, affirming Vice-Chancellor Malins, refused to expunge the appearance as irregular, holding that the above proviso operated as a contract by the trustee to let his name be used as plaintiff or defendant in any suit which the board might in their discretion think fit to prosecute or defend in his name, adding that he was entitled to an indemnity out of the funds of the bank, and might file a bill for the purpose of being indemnified, if so advised. If he was called upon to put in an answer, or to make any personal statement upon oath he would, the Lord Justices added, be entitled to independent advice, but not while acting in the ministerial capacity of a trustee.

The decision shows the true position of such trustees. The trustees for banks, clubs, and similar unincorporated institutions are persons in whom the property of the institution is vested for obvious legal reasons. They have in general no active duties to perform, and are bound to act in every respect under the direction of the board or committee of management, who are the active trustees of the interest of the institution. It would lead to great inconvenience if a person who has nothing whatever to do with the property except as representing the interests of the real owners, should be entitled to take upon himself the conduct of litigation respecting it, seeing that he is entitled to an indemnity where his name is used.

TRADE MARK—TERM "ORIGINAL."

Cocks v. *Chandler*, M.R., 19 W.R. 590.

The right to the exclusive use of a particular trade-mark may, of course, be lost by acquiescence in the use of it by others; but when such right has thus been lost, the original manufacturer of the article is entitled, according to *Cocks* v. *Chandler*, to the exclusive use of the epithet "original," in order to denote that he, and he alone, is the original manufacturer. In *Cocks* v. *Chandler* the successor to the original inventor appears to have begun to use the epithet only when he had reason to believe that his property in the term "Reading Sauce" *simpliciter* was gone by acquiescence in the use of the term by other traders. The case was decided, be it observed, not on the ground of imitation, but on the broad ground that no trader has a right to mislead the public into supposing that the goods he sells are the goods of another trader. In *Browne* v. *Freeman* (12 W. R. 305) the Chlorodyne case, the present Lord Chancellor seems to have thought it was necessary to show that some one had been deceived before an injunction could be granted on motion, but that, according to the Master of the Rolls, is unnecessary, because the word "original" implies, without more, that the article in connection with which it is used, is the article manufactured by the first inventor or his successor in title, and that the manufacturer is the proprietor of the original recipe or process for manufacturing it. The use of the term then by any other person involves a palpable untruth, whether the first inventor uses it (*Cocks* v. *Chandler*) or uses it not (*Browne* v. *Freeman*) which the Court will deal with.

COMMON LAW.

PARLIAMENTARY VOTE—NONPAYMENT OF RATES DUE BEFORE THE COMMENCEMENT OF THE QUALIFYING YEAR—EXCUSAL.

Abel v. *Lee*, C.P., 19 W. R. 625.

The principal peculiarity in this case is that the main point raised by it has been open ever since the Reform Act of 1832, but has never until now been brought directly before the Court. The question thus raised was whether the non-payment by a borough voter of a rate due before the commencement of the qualifying year amounted to a disqualification, and the Court held that it did. There can be no doubt of the correctness of the decision, but it is noticeable that the case does not amount to an absolute authority applicable to the case of all rates payable before the commencement of the qualifying year, because the rate in question did remain payable within the qualifying year, the voter not having been excused by the justices until after the commencement of the year. This was pointed out by some of the judges. At the same time we think there can be little doubt that the result would have been the same if the excusal had been before. It is true that the result in many cases would be curious. Thus the voter in question (at all events unless he tenders to the overseer, the amount of the rate for which he was excused) can never vote for the borough in respect of his occupation of the same house. If he removes to another house, and occupies it for a sufficient time he could vote, but if he were to return to the former house the disqualification would apparently revive. This would certainly be peculiar, but as pointed out by the Court, the principle of legislation is to meet cases that most frequently arise, and to provide for generals and not for particulars. It is remarkable that the 75th section of the Registration Act, 6 Vict. c. 18, was not noticed either in the argument or in the judgments. That relates to cases of misnomer in the rate, and shows that a person misnamed in the rate, may be registered if he has paid all the rates for one year notwithstanding the misnomer. This shows on the one hand that there is at least one case in which payment of rates due before the qualifying year is required, and thus affords an argument in support of the judgment of the Court. On the other hand it is certainly a little singular that a person misnamed should only have to pay one year's rates, and that a person properly described must pay all. The reason, however, for this, if there is a reason, probably is, that a person misnamed may have been in no default in not paying.

CARRIER OF PASSENGERS—LIABILITY OF ONE RAILWAY COMPANY FOR INJURY TO A PASSENGER CAUSED BY THE NEGLIGENCE OF ANOTHER COMPANY OVER WHOSE LINE THEY HAVE RUNNING POWERS.

Thomas v. *Rhymney Railway Company*, EX.CH. 19 W. R. 477.

This case was decided in the Queen's Bench by Mellor, Lush, and Hannen, JJ., who all agreed that the cases of *Blake* v. *The Great Western Railway* (10 W. R. 388) and *Buxton* v. *The North Eastern Railway* (16 W. R. 1124), must be held to govern the case. At the same time Mellor and Lush, JJ., expressed an opinion that even if those cases were not wrongly decided, at all events the law was laid down by them in terms unnecessarily broad, and that the liability of a railway company to the passengers to whom it issues tickets ought to be limited to liability for their own negligence and for the negligence of other companies whom they choose to make their agents, and not extended, so as to make them responsible for the conduct of other companies with whom their connection was a compulsory one under an Act of Parliament giving running powers but no control. With this opinion of two judges in their favour on the general merits of the case, though with the judgment against them, the defendants went to the Court of Error. In commenting upon the case below (14 S. J. 731) we pointed out several reasons for thinking that the judgment should be affirmed on the merits, and not merely on the ground that it was governed by former cases. This has now been done by the recent decision of the Exchequer Chamber. The doubt that was thrown upon the accuracy of the previous cases has therefore been removed, and further, the law has been laid down authoritatively in accordance with the opinion expressed by some of the judges in *Blake's case*. The law may therefore now be considered settled that a railway passenger meeting with an accident during his journey for which he is entitled to compensation, may safely bring his action against the company from whom he took his ticket, and that it will be immaterial whether the negligence was that of the company in question, or of some other company over whose line they had running powers either by agreement or by Act of Parliament.

COMPENSATION.

Todd v. *Metropolitan District Railway Company*, C. P., 19 W. R. 720.

The plaintiff having, by agreement, sold certain premises to the defendants for the purpose of their undertaking, for a sum which was to include compensation for injury to adjoining land, afterwards claimed compensation for the subsidence of an adjoining house, and obtained from a compensation jury a verdict for £157. In an action for the amount, he was held not entitled to recover, on the ground that (even independently of the peculiar terms of the agreement, which need not be stated) compensation was to be assessed once for all, and that it was assessed by the agreement which here took the place of the verdict of a jury. This is the result of cases decided under section 68 of the Lands Clauses Act, the Act which was in this case applicable; and the rule is supported by a case not cited of *Whitehouse* v. *Wolverhampton Railway Company*, L. R. 5 Ex. 6, where even the 81st section of the Railway Clauses Act, which provides for compensation being paid "from time to time," was held to refer to the damages which could not be at once ascertained and the mine owner was, therefore,

held entitled to receive compensation at once for prospective losses which he would necessarily sustain.

In the present case a doubt is expressed by the Court, whether a second assessment can be made under section 68, even in respect of damage which could not be foreseen, or rather which could not be calculated when the original assessment was made. That it can, rests upon what is said by Pollock, C. B., in delivering the judgment of the Court in *Ware* v. *Regent's Canal Company*, 9 Ex. 402, where the claimants endeavoured unsuccessfully to set aside an award on the ground that no sum had been awarded for certain prospective damage. It is difficult to treat what was said in this point as only a dictum; for in deciding against the objection, the Court was put to decide whether such damage could have formed part of the compensation thus claimed, and was therefore compelled to consider the question whether it could be claimed afterwards. There, however, the damage referred to was such as, it was said, would "necessarily" result from the execution of defendants' works. In that case, therefore, the damage was capable of being both foreseen and estimated, and would according to the current of authorities, be matter for compensation at the outset. It is scarcely fit, therefore, to attach much weight to this authority.

The question seems to turn on the words at the commencement of section 68. "If any party shall be entitled to any compensation in respect of any land, or of any interest therein, *which* shall have been taken for, or injuriously affected by, the execution of the works, *and for which* the promoters of the undertaking shall not have made satisfaction, &c." To entitle the claimant to compensation it appears that he must claim in respect of some interest in land, and that that interest must not have been already *satisfied for*, or in other words that *for or in respect of* that interest satisfaction has not been made. If then a man who has been once compensated can recover a second compensation in respect of the same land, it must be by treating the particular beneficial use of the land which is afterwards interfered with as a substantive interest in land, distinct from the interest which has been already compensated for. This would certainly be a great straining of language; the more so as the only particularity is, not in the use interfered with, but in the mode of interference (*e.g.*, as by the flooding of lands, as in *Ware's case*). It would be possible, however (though not consistently with grammar), to treat the second relation ("*and for which*, &c.) as referring, not to the land or interest, but to the taking or injurious affection. This construction would establish the right to a second compensation; and it seems so clear that there was some confusion in the minds of the authors of the clause between the two sets of ideas, that it would appear not unreasonable to adopt it.

In the case now observed upon, a novel, perhaps it might be said, an audacious claim, was made by the plaintiff to the costs of the inquiry, on the ground that, although the plaintiff had really no rightful claim at all, the jury had in fact given more than the defendants offered (they offered nothing.) This was founded upon a very dry reading of section 51 of the Lands Clauses Act, and was rejected by the Court.

REVIEWS.

A Practical Introduction to Conveyancing. Containing the substance of Two Courses of Lectures delivered before the Incorporated Law Society in 1869, 1870, *and* 1871. By HOWARD WARBURTON ELPHINSTONE, of Lincoln's-inn, Barrister-at-law. London: Maxwell & Son.

This small volume comprises a valuable work, and one which may be used to great advantage by students and incepting practitioners of both branches of the profession. Indeed as the book is very thorough, it is calculated to be serviceable in the libraries of older lawyers. Mr. Elphinstone has been very successful in the manner and method by which he has got out and digested the essential principles of conveyancing into one small volume of some 450 pages (including index) printed in large, clear type. The essential principles which have to be laid before the student comprise of course an account of the many branches and doctrines of the law of property; accordingly we have here the law very clearly and succinctly summarised, including, in the real property department, a very good epitome of the history of tenure. Then there is also a great amount of advice to be given to the tyro, more especially the young solicitor, upon practical matters connected with the conduct of conveyancing transactions; advice too, as to the draftsman's method and so forth; and it seems to us the peculiarly happy feature of Mr. Elphinstone's work that all this, together with the leading principles of the law of mortgages, wills, &c., &c., which of course occupy the great bulk of of the book, is brought into one volume in a perfectly clear and orderly fashion.

In pointing out, *apropos* of a mortgage consolidation deed, the difference between the equity doctrines of tacking and consolidation of mortgages, the author has hardly been clear enough in explaining that the absence of notice is not a necessary ingredient of the right to consolidate, as it is of the right to tack. It should have been added, too, that a second mortgagee is liable to have consolidated against him mortgages on other property by the mortgagor made after his own charge (*Tassell* v. *Smith*, 2 D. G. & J. 717).

The book, however, is a very good one, and we have much pleasure in recommending it.

COURTS.

COURT OF QUEEN'S BENCH.

(Before COCKBURN, C.J., and BLACKBURN, MELLOR, and LUSH, JJ.)

June 1.—*Catch* v. *Shaen.*

In the course of the day it was announced that this case, in which the jury gave a verdict for £600, to which, of course, the costs would have to be added, and in which an application to set aside the verdict was pending, had been settled by arrangement for payment of £1,300, in satisfaction of damages and costs. The announcement of the arrangement was now made in Court.

Willis and *Thomas* appeared for the plaintiff; *Bere*, Q.C., *Philbrick*, and *G. Howard* for the defendant.

Willis, in stating the arrangement, said it was to be understood that, on the one hand, the plaintiff did not admit that upon the evidence any of the charges against him were true, and that, on the other hand, Mr. Shaen did not admit that any of the charges were false.

COCKBURN, C.J.—And it must not be understood that I am satisfied with the verdict.

COURT OF EXCHEQUER.

(At Nisi Prius, before PIGOTT, B.)

May 31.—*Salter* v. *Lewis.*

This was an action brought against Mr. Edward Dillon Lewis, an attorney, carrying on business in Marlborough-street, for alleged negligence in his professional capacity. The defendant paid 40s. into court in satisfaction of the plaintiff's claims.

Parry, *Serjt.*, and *Besley*, for the plaintiff.

Digby Seymour, Q.C., and *Murphy*, for the defendant.

It appeared that the plaintiff was the proprietor of a governesses' registration institution, and that having in December last preferred a charge of felony against a servant who had been in her employ, she had retained the defendant to conduct the prosecution on her behalf. According to the plaintiff's case, in consequence of the failure of the defendant to attend at the police-court when the case was to be tried, the person against whom the charge was brought, was discharged, and an action for false imprisonment was brought against the plaintiff, which resulted in a verdict against her for £20. The defendant, who was engaged in the latter action for the plaintiff, then put in an execution upon the goods of the plaintiff to recover the amount of his costs.

After the case had proceeded some length,

PIGOTT, B., having expressed an opinion adverse to her right to recover anything beyond the amount of the retainer she had paid the defendant, which sum had been paid into court,

A *stet processus* was entered by consent, the parties paying their own costs.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

May 30.—*Chubb, Carter, and Radburn* v. *Harling.*

Judgment debt not attachable under "Common Law Procedure Act, 1854," s. 61, until after judgment signed—Garnishee order set aside on that ground.

These were three cases, reported ante 384, in which the defendant had been ordered to pay over a sum of about £42 to the three plaintiffs, as creditors of one John Smith, who had recovered judgment to the amount mentioned against Harling, in one of the superior courts. The sheriff had levied on Harling for Smith's debt and costs, and had refused to recognise the County Court process, so that Harling was in danger of having to pay the amount of Smith's judgment twice over.

In this state of the case, an application was made to Mr. Justice Blackburn, to make an order as to the money in the hands of the sheriff, to decide whether the money was to be returned to Harling as having been wrongfully obtained from him, or paid to Smith, as the result of his judgment against Harling. In accordance with the ruling of the Court of Common Pleas in *Dresser* v. *Johns* (28 L. J. 283) his Lordship held that a mere verdict for a sum of money was not "a debt owing or accruing," within the meaning of the statute. The county-court proceedings had been taken immediately after the verdict against Harling, and before the taxation of costs; it was therefore unknown what he would have to pay. The proceedings had been taken prematurely, and were consequently of no value. The sheriff must therefore pay the money to Smith.

Harling now applied to have a *rule nisi*, granted a fortnight ago, made absolute to set aside the three orders against him.

Mr. Gammon, for Harling, quoted *Dresser* v. *Johns*, as conclusive evidence on the point, and fours with the present case, and, in fact, the only way of doing justice to Harling was to set aside these orders.

Mr. Hicklin, for the plaintiffs, said he was entirely in the hands of the Court, but if an injustice was done to Harling, he had brought it upon himself, in admitting on the original hearing that he had these moneys belonging to Smith in his hands.

Mr. PITT TAYLOR said, if the fact now brought out, as to the proceedings in this Court having been taken before judgment was entered up by Smith against Harling had been before him on the original hearing of the garnishee summonses, he should certainly not have made these orders. There was not the slightest doubt about the law being as laid down in *Dresser* v. *Johns*, and followed by Mr. Justice Blackburn. The orders would, therefore, be set aside, but no costs to Harling would be allowed.

LIVERPOOL.

(Before Serjeant WHEELER, Judge.)

April 22, May 22.—*Re Cherry.*

Fraudulent preference.

Herschell for the trustee under the Bankruptcy.

Charles Russell, for Mr. Matthews.

In this case, argued a short time ago, the following judgment was now delivered:

Mr. Serjeant WHEELER.—This was a motion on behalf of Mr. Bolland, the trustee of the estate of Mr. Pim Cherry, a bankrupt, for an order upon Mr. Patrick Matthews, to refund to the trustee the sum of £1,076 10s., received by him on the 28th July last, under circumstances which it is alleged amount to a fraudulent preference under the 92nd section of the present Bankruptcy Act. The case was heard with the aid of a jury on the 22nd of April, the parties having themselves agreed upon the form of issue. The issue is in this form—"The questions of fact for the opinion of the jury are whether or not a certain payment of a sum of £1,072 10s., part of a sum of £1,672 10s., made by the above named bankrupt, to the said Patrick Matthews, on or about the 28th day of July last, was made at a time when he was unable to pay his debts as they became due from his own moneys, with a view of giving the said Patrick Matthews a preference over his other creditors; and whether the payment was voluntary and without real pressure from the said Patrick Matthews." The issue neither follows the definition of fraudulent preference as settled by judicial decision before the statute, nor are the words of the statute adopted. The questions I asked the jury were—"Whether the bankrupt, when he made the payment to Mr. Matthews, was unable to pay his debts as they became due from his own moneys, and made it with a view to give that gentleman a preference over his other creditors. "Whether the payment was made voluntary and without real pressure, bankruptcy being reasonably imminent." The jury answered that at the time the payment was made the bankrupt *was* unable to pay his debts as they became due from his own moneys, and that the payment was voluntary and without real pressure, bankruptcy being reasonably imminent. But the jury found also that the bankrupt did not make the payment with a view to give the creditor a preference over his other creditors—a conclusion for which I certainly was unprepared, and which seems to be inconsistent with the premises they have found. I may mention that the question about the imminency of bankruptcy forms no part of the terms of the issue, but I thought it right to ask it in anticipation of a possible difficulty in connection with the statutable words.

Since the trial I have heard counsel upon the subject of the effect of the finding, and that finding is undoubtedly—at all events, on a first view—somewhat embarrassing. I am asked, on the one hand, to make the order prayed for, on the ground that the jury have found all the ingredients of a fraudulent preference, and that, though in point of form they negative the alleged intent, that intent is involved in and affirmed by what they have found, and, if otherwise, that it was not competent to them to negative the intent, which was the natural and necessary consequence of the act done, and which must therefore be held to have been in contemplation of the bankrupt when doing it. The case of *Hale and others* v. *Allnutt* 4 W. R. 637, 25 L. J. C. P. 267; was cited, in which Chief Justice Jervis says, with reference to the question of intent, which in that case was charged to be to defeat or delay creditors, that where the inevitable consequence of the act done was to defeat or delay, the jury must find the intent, but where the act might or might not produce the result, then the jury must look at the circumstances to ascertain what was the intent. Mr. Russell's contention in opposition to Mr. Herschel was that it was my duty to dismiss the motion with costs. He argued that it is necessary that the payment impeached should be in contemplation of bankruptcy, for that although those words do not occur in the present statute in the section relating to fraudulent preferences, yet that the words "with a view" imply the same thing; and that the finding of the jury, to be complete, must be (what he says it is not) equivalent to a finding that the act done was in contemplation of bankruptcy. It has been decided by the Lords Justices in the case of *ex parte Tempest re Craven*, 19, W. R. 137, that the fraudulent preference which has been made void under the present bankruptcy statute (theretofore it was voidable only) is the same fraudulent preference which was invalid before the statute, and there can be no doubt that from the days of Lord Mansfield, when the doctrine of voluntary preference first received judicial sanction, that contemplation of bankruptcy has always been a necessary ingredient of the offence. Being so before the statute it is so still, under whatever form of words. And in that view the language of the statute that the payment, in order to be void, must be made with the view of giving a preference to the particular creditor, would seem to be a substituted mode of saying that it must be made in contemplation of bankruptcy. What then is meant by the expression in contemplation of bankruptcy? In the course of the judgment of Lord Justice James in the case of *ex parte Tempest*, to which I have referred, his lordship, commenting upon the doctrine of fraudulent preference, referred to *Brown* v. *Kimpton* (19 L. J. C. P. 169), which he said had been recognised in several subsequent cases, and had established a rule that could be acted upon without trying the question so difficult to try, namely, what was actually passing in the debtor's mind at the time he executed the deed, the rule being that a conveyance, to amount to a fraudulent preference, must be the spontaneous voluntary act of the debtor himself, and must not have originated in some step taken by the creditor. Upon turning to the case *Brown* v. *Kimpton* it appears that the direction of the learned judge to the jury to which exception was taken, but which was held by the Exchequer Chamber to be a right direction, was in effect, so far as is material, this—That if the bankrupts acted voluntarily and with a view to give a preference to the defendant in case of bankruptcy, their

verdict should be for the plaintiffs; and further in explanation thereof, that if the payment was made in contemplation that a bankruptcy might take place, and with the intention and purpose of giving a preference to the defendant *in that event*, and of preventing a distribution of the effects according to the bankrupt laws by securing the defendant, that would be the contemplation of bankruptcy referred to, although the bankrupts might hope and expect that they might be able to prevent a bankruptcy taking place; and in Mr. Yate Lee's recent very valuable work on bankruptcy I find a terse and—as I think upon the cases—an accurate definition of the expression "contemplation of bankruptcy." It is, he says, where the debtor does the act impeached, knowing his circumstances to be such as that bankruptcy must or would be the probable, though it might not be the inevitable result. Now, have the jury affirmed in this case the existence of all the facts necessary to constitute a fraudulent preference? It appears to me that they have. They have found that the payment was voluntary, that it was made without real pressure, and that it was made when the bankrupt was unable to pay his debts as they became due out of his own moneys, and when bankruptcy was reasonably imminent—in other words, as it seems to me, in contemplation of bankruptcy construing those words in accordance with judicial decisions. Under the circumstances, therefore, and after the best consideration I can give to the subject, I have arrived at the conclusion, but not without some anxiety, that, taking the findings of the jury as my guide, it is my duty to say that the payment in question was a voluntary preference within the meaning of the statute, and that the trustee is entitled to the order asked for.

Mr. Bushby, on behalf of the trustee, applied for costs, which were granted.

APPOINTMENTS.

Lord ALFRED HERVEY, LL.D., barrister-at-law, has been appointed Receiver-General of Inland Revenue, in succession to the late Mr. James Brotherton. The salary of the office is £1,000 per annum.

GENERAL CORRESPONDENCE.

COMPULSORY REFERENCES.

Sir,—Very many actions are now referred to the masters, and very many more would be sent to them, instead of to private arbitrators, if the tribunal were of a more satisfactory nature.

At present, owing to the very short hours the masters attend, there is the greatest difficulty in getting appointment and dispatching business. By the way why is it that masters, who draw pretty much the same salaries as chief clerks, do work of so much easier a nature, and so much less of it?

I have to suggest that all causes referred to the masters should be entered in a cause list, at the masters office, that ten days notice of trial should be given, and that one master should sit *de die in diem* from 10 to 4, and try them. There might be a fresh sitting every week for which causes might be entered, and the masters might take it in turns to sit. Will they try this? HOPE DEFERRED.

JUDGES' CHAMBERS.

Sir,—Some public notice ought to be taken of the mode of conducting business at common law judges' chambers, with a view to improvement.

I had to attend a summons before the Exchequer Master to-day. It was returnable at 11 a.m., and my opponent and myself were in attendance at the hour named. There were some thirty to fifty others in attendance with an object similar to ours. We waited till 11.45—when finding no master in attendance, we were compelled to compromise the matter, to the disadvantage of one of the parties and to the dissatisfaction of both. The masters take counsel at 12 and, as far as my experience goes, they are seldom, if ever, themselves in attendance at 11 a.m. Attorneys and their clerks are nevertheless obliged to be in attendance at 11, and in the course of a year many thousand pounds worth of valuable time is wasted. I never found a judge unpunctual, but the judge taking counsel at 12.30 (if he has one or two acknowledgments, one interpleader, and two or three summonses to commit, as is generally the case) leads to almost as much inconvenience as the master's sluggishness.

Why cannot the chancery system be adopted? It works admirably, and avoids all the pushing and shouting which constitute at present the only safe mode of proceeding, if one wants to get through one's business at common law chambers.

A list of all summonses issued, with a separate time named for each batch according to the time they might be expected to occupy, would, I believe, lead to the discovery that one master could do quite well the work at present done by three. AN ATTORNEY.

June 1, 1871.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT OF PENNSYLVANIA.

Morris Run Coal Company v. *Barclay Coal Company.*

A contract between five coal companies, by which the amount and kind of coal each should supply the markets, and the prices thereof, was controlled and regulated, was held to be invalid as against public policy, as being a combination injurious to the public interests, the result being that a bill drawn pursuant to the provisions of such a contract was tainted with illegality, and no recovery could be had on it.

Error to the Court of Common Pleas of Bradford county.

Opinion by AGNEW, J. (May 8, 1871.)

This was an action on a bill drawn upon one party in favour of another party to a contract between five coal companies, for a sum found due in the equalization of prices under the contract. It raises a question of great importance, viz.:—Whether the contract was illegal, as being contrary to the statute of New York, or at common law, or against public policy. The instrument bears date the 15th day of February, 1866. The parties are five coal companies incorporated under the laws of Pennsylvania, to wit: The Fall Brook Coal Company, and the Morris Run Coal Company, of the Blossburg coal region; and the Barclay Coal Company, Fall Creek Bituminous Coal Company, and Towanda Coal Company of the Barclay coal region. By the agreement the market for the bituminous coal from these two regions is divided among these parties in certain proportions, A committee of three is appointed to take charge and control of the business of all these companies, to decide all questions by a certain vote, and to appoint a general sales agent to be stationed at Watkins, New York. Provision is made for the mining and delivery of coal, its kinds, and for its sale through the agent, subject, however, to this important restriction; that each party shall, at its own cost and expense, deliver its proportion of the different kinds of coal in the different markets, at such times and to such parties as the committee shall from time to time direct. The committee is authorised to adjust the price of coal in the different markets, and the rates of freight, and also to enter into such an agreement with the anthracite coal companies as will promote the interest of these parties. Then comes an important provision that the companies may sell the coal themselves, but only to the extent of their proportion, and only at the prices adjusted by the committee. It is also provided that the general sales agent shall direct a suspension of shipment or deliveries of coal by any party making sales or deliveries beyond its proportion, and thereupon such party shall suspend shipment until the committee shall direct a resumption. Detailed reports of the business are to be made by the companies to the general sales agent, at fixed and short intervals; and settlements are to be made by the committee monthly, prices averaged, and payments made by the companies, in excess to those in arrear; and finally, each party binds itself not to cause or permit any coal to be shipped or sold otherwise than as the same has been agreed upon, and that all rules and regulations by the executive committee in relation to the business shall be faithfully carried out.

In regard to the relation these companies hold to the public, the field of their mining operations, the markets they supply, the extent of their coal fields, and the general supply of coal, the distinguished referee, Judge Elwell finds as follows:—"The Barclay and Blossburg coal mines

are the only coal mines furnishing the kind of coal mined and shipped by these companies, except the Cumberland coal, which latter, in order to reach the same markets north, would have to be shipped by tidewater. There was some of the same kind of coal mined in M'Kean and Elk counties, in this State, but in quantities so small as that it was not considered by these companies as coming into competition with them. The coal of the Blossburg and Barclay regions is adapted to mechanical purposes and for generating steam. Wherever sold it comes into competition with anthracite coal, and also with the Cumberland coal sent by tidewater to Troy, N. Y., to which point both kinds of bituminous coals are shipped."

"During the season of 1866 these companies made sales of coal at Oswego and Buffalo to parties who shipped to Chicago, Milwaukee, and other Western cities. It there came into competition to some extent, with Pittsburg coal. The latter is used for making gas, but the coal of these companies cannot be used for that purpose."

The referee found that the Statute of New York is—"If two or more persons shall conspire," first, "to commit any offence;" second, "to commit any act injurious to the public health, to public morals or to trade or commerce, they shall be deemed guilty of a misdemeanor."

The referee found, as his conclusion upon the whole case, that the contract was void by the statute, and void at common law, as against public policy. The restraint of the contract upon trade and its injury to the public is thus clearly set forth by the referee. "These corporations (he says) represented almost the entire body of bituminous coal in the northern part of the state. By combination between themselves they had the power to control the entire market in that district. And they did control it by a contract not to ship and sell coal otherwise than as therein provided. And in order to destroy competition they provided for an arrangement with dealers and shippers of anthracite coal. They were thereby prohibited from selling under prices to be fixed by a committee representing each company. And they were obliged to suspend shipments upon notice from an agent that their allotted share of the market had been forwarded or sold. Instead of regulating the business by the natural laws of trade, to wit, those of demand and supply, these companies entered into a league by which they could limit the supply below the demand in order to enhance the price. Or if the supply was greater than the demand, they could nevertheless compel the payment of the price arbitrarily fixed by the joint committee. The restraint on the trade in bituminous coal was by this contract as wide and extensive as the market for the article. It already embraced the state of New York, and was intended and no doubt did affect the market in the Western states. It is expressly stipulated that the parties to this contract shall not be considered as partners. The agreement was not entered into for the purpose of aggregating the capital of the several companies, nor for greater facilities for the transaction of their business, nor for the protection of themselves by a reasonable restraint, as to a limited time and space, upon others who might interfere with their business."

The plaintiff in error, in reply to the defendants' statement of the purpose of the contract and its effect upon the public interest, alleges that its true object was to lessen expenses, to advance the quality of the coal, and to deliver it in the markets it was to supply, in the best order to the consumer. This is denied by the defendants; but it seems to us it is immaterial whether these positions are sustained or not. Admitting their correctness, it does not follow that these advantages redeem the contract from the obnoxious effects so strikingly presented by the referee. The important fact is that these companies control this immense coal field; that it is the great source of supply of bituminous coal to the State of New York and large territories westward; that by this contract they control the price of coal in this extensive market and make it bring sums it would not command if left to the natural laws of trade; that it concerns an article of prime necessity for many uses; that its operation is general in this large region, and affects all who use coal as fuel: and this is accomplished by a combination of all the companies engaged in this branch of business in the large region where they operate. The combination is wide in scope, general in its influence, and injurious in its effects. These being its features, the contract is against public policy, illegal, and therefore void.

The illegality of contracts affecting public trade appears in the books under many forms. The most frequent is that of contracts between individuals to constrain one of them from performing a business or employment. The subject was elaborately discussed in the leading case of *Mitchell* v. *Reynolds* 1 Peere Wms. 181, to be found also in 1 Smith's Lead. Cas. 172. The distinction is there taken which now marks the current of judicial decision everywhere; that a restraint upon a trade or employment which is general, is void, being contrary to public interest, really beneficial to neither party, and oppressive at least to one. "General restraints," says Parker, J., "are all void, whether by bond, covenant, or promise, with or without consideration, and whether it be of the party's own trade or not," citing Coke Jam. 596; 2 Bulstrode, 136; Allen, 67. To obtain, he says, the sole exercise of any known trade throughout England, is a complete monopoly, and against the policy of the law. A reason given is, "the great abuses these voluntary restraints are liable to—as, for instance, from corporations who were perpetually labouring for exclusive advantages in trade, and to reduce it into as few hands as possible." In reference to a contract not to trade in any part of England, it is said, there is something more than a presumption against it, because it never can be useful to any man to restrain another from trading in all places, though it may be to restrain him from trading in some, unless he intends a monopoly, which is a crime. These principles have been sustained in many cases which need not be cited, as most of them will be found in Mr. Smith's note to the leading cases. The result of those in which particular restraints upon trade have been held to be valid between individuals is, that the restraint must be partial only, the consideration adequate, and not colourable, and the restriction reasonable. Upon the last requisite, Tindal, C.J., remarks, in *Homer* v. *Graves*, 7 Bing. 743:—

"We do not see how a better test can be applied to the question whether reasonable or not, than by considering whether the restraint is such only as to afford a fair protection as to the interests of the party in favour of whom it is given, and not so large as to interfere with the interests of the public. Whatsoever restraint is larger than the necessary protection of the party can be of no benefit to either; it can only be oppressive, and if oppressive it is in the eye of the law unreasonable. What is injurious to the public interest is void on the ground of public policy." Many cases have been decided as to what is a reasonable restriction and what is not, and is therefore void, but two only may be referred to as illustrations. In *Mallin* v. *May*, 11 M. & W. 653, a covenant not to practice as a dentist in London, or in any of the places in England or Scotland, where the plaintiff might have been practising before the expiration of the the term of service with them, was held to be reasonable as to the limit of London, but unreasonable and void as to the remainder of the restriction. So in *Green* v. *Price*, 13 M. & W. 695, a covenant not to follow the perfumery business in the cities of London and Westminster, or within the distance of six hundred miles therefrom, was good as to cities and void as to the limit of six hundred miles; see also *Pierce* v. *Fuller*, 8 Mass 223; and *Chappel* v. *Brockway*, 21 Wendell 158. An important principle stated in these cases, is that as to contracts for a limited restraint, the courts start with a presumption that they are illegal unless shown to have been made upon adequate consideration and upon circumstances both reasonable and useful. This presumption is a necessary consequence of the general principle that the public interest is superior to private and that all restraints on trade are injurious to the public in some degree. The general rule (said Woodward, C.J.) is that all restraints of trade, if nothing more appear, are bad: *Keeler* v. *Taylor*, 3 P. F. Smith, 468. That case may be instanced as a strong illustration of the rule as to what is not a reasonable restriction; and the principles I have been stating are recognised in the opinion. Keeler agreed to instruct Taylor in the art of making platform scales, and to employ him in that business at 1.50 dols. per day. Taylor engaged to pay Keeler or his legal representations 50 dols. for each and every scale he should thereafter make for any other person than Keeler, or which should be made by imparting his information to others. This was held to be an unreasonable restriction upon Taylor's labour, and therefore void as in restraint of trade. Testing the present contracts by these principles the restrictions laid upon the production and price of coal cannot be sanctioned as reasonable, in view of their intimate relation to the public interests. The field of operation is too wide and the influence too general.

The effects produced on the public interests lead to the consideration of another feature of great weight in determining the illegality of the contract, to wit, the combination resorted to by these five companies. Singly each might have suspended deliveries and sales of coal to suit their own interests, and might have raised the price, even though this might have been detrimental to the public interest. There is a certain freedom which must be allowed to every one in the management of his own affairs. When competition is left free, individual error or folly will generally find a correction in the conduct of others. But here is a combination to all the companies operating in the Blossburg and Barclay mining regions, and controlling their entire production. They have combined together to govern the supply and the price of coal in all the markets from the Hudson to the Mississippi rivers, and from Pennsylvania to the lakes. This combination has a power in its confederated form which no individual action can confer. The public interest must succumb to it, for it has left no competition free to correct its baleful influence. When the supply of coal is suspended, the demand for it becomes importunate, and prices must rise. Or if the supply goes forward the price fixed by the confederates must accompany it. The domestic hearth, the furnaces of the iron master, and the fires of the manufacturer, all feel the restraint, while many dependent hands are paralyzed, and hungry mouths are stinted. The influence of a lack of supply, or a rise in the price of an article of such prime necessity cannot be measured. It permeates the entire mass of community, and leaves few of its members untouched by its withering blight. Such a combination is more than a contract, it is an offence. "I take it," said Gibson, J., "a combination is criminal whenever the act to be done has a necessary tendency to prejudice the public or to oppress individuals, by unjustly subjecting them to the power of the confederates, and giving effect to the purpose of the latter, whether of extortion or of mischief:" *Commonwealth* v. *Carlisle*, Brightly's Reports, 40. In all such combinations where the purpose is injurious or unlawful, the gist of the offence is the conspiracy. Men can often do by the combination of many, what severally no one could accomplish, and even what when done by one would be innocent. It was held in the *Commonwealth* v. *Eberle*, 3 S. & R. 9, that it was an indictable conspiracy for a portion of a German Lutheran congregation, to combine and agree together to prevent another portion of the congregation by force of arms, from using the English language in the worship of God among the congregation. So a confederacy to assist a female infant to escape from her father's control with a view to marry her against his will is indictable as a conspiracy at common law, while it would have been no criminal offence if one alone had induced her to elope with and marry him: *Muffin* v. *Commonwealth*, 5 W. & S. 461. One man or many may hiss an actor, but if they conspire to do it they may be punished: Per Gibson, C.J. *Hood* v. *Palm.* 8 Barr. 260, 2 Russ. on Crimes, 556. And an action for a conspiracy to defame will be supported, though the words be not actionable if spoken by one: *Hood* v. *Palen*, *supra*. "Defamation by the outcry of numbers," says Gibson, C.J., "is as resistless as defamation by the written act of an individual." And says Coulter, J.,—"The concentrated energy of several combined wills, operating simultaneously and by concert upon one individual is dangerous even to the cautious and circumspect, but when brought to bear upon the unwary and unsuspecting it is fatal:" *Twitchell* v. *Commonwealth*, 9 Barr, 211. There is a potency in numbers when combined, which the law cannot overlook, where injury is the consequence. If the conspiracy be to commit a crime or an unlawful act, it is easy to determine its indictable character. It is more difficult when the act to be done or purpose to be accomplished is innocent in itself. Then the offence takes its hue from the motives, the means, or the consequences. If the motives of the confederates be to oppress, the means they use unlawful, or the consequences to others injurious, their confederation will become a conspiracy. Instances are given in the *Commonwealth* v. *Carlisle*, Brightly's Rep, 40. Among those mentioned as criminal is a combination of employers to depress the wages of journeymen below what they would be, if there were no resort to artificial means, and a combination of the bakers of a town to hold up the article of bread, and by means of the scarcity thus produced, to extort an exorbitant price for it. The latter instance is precisely parallel with the present case. It is the effect of the act upon the public which gives that case and this its evil aspect as the result of confederation; for any baker might choose to hold up his own bread, or coal operator his coal, rather than to sell at ruling prices; but when he destroys competition by a combination with others, the public can buy of no one.

In *Rex* v. *De Berenquental*, 3 M. & S. 67, it was held to be a conspiracy to combine to raise the public funds on a particular day by false rumours. The purpose itself (said Lord Ellenborough) is mischievous—it strikes at the price of a valuable commodity in the market, and if it gives a fictitious price by means of false rumours, it is a fraud levelled against the public, for it is against all such as may possibly have anything to do with the funds in that particular. Every "corner," in the language of the day, whether it be to affect the price of the articles of commerce, such as breadstuffs, or the price of vendible stocks, when accomplished by confederation to raise or depress the price, and operate on the markets, is a conspiracy. The ruin, often spread abroad by these heartless conspiracies, is indescribable; frequently filling the land with starvation, poverty and woe. Every association is criminal whose object is to raise or depress the price of labour beyond what it would bring if it were left without artificial aid or stimulus. *Rex* v. *Byerdike*, 1 M. & S. 197. In the case of such associations the illegality consists most frequently in the means employed to carry out the object. To fix a standard of prices among men in the same employment, as a fee bill, is not in itself criminal; but may become so when the parties resort to coercion, restraint, or penalties upon the employed or employers; or what is worse, to force of arms. If the means be unlawful the combination is indictable. *Commonwealth* v. *Hunt*, 4 Metcalf, 111. A conspiracy of journeymen of any trade or handicraft to raises the wages by entering into combination to coerce journeymen and master workmen employed in the same branch of industry to conform to rules adopted by such combination for the purpose of regulating the price of labour, and carrying such rules into effect by overt acts, is indictable as a misdemeanour, 3 Wharton, L., citing the *People* v. *Fisher* 14 Wendell, 9. Without multiplying examples these are sufficient to illustrate the true aspect of the case before us; and to show that a combination such as these companies entered into to control the supply and price of the Blossburg and Barclay regions is illegal, and the contract void.

A second question is whether the bill drawn in this case by the general sales agent on the Barclay coal company in favour of the Morris coal company to equalize the price upon a settlement under the contract is such an independent cause of action as will support the suit. When a bill, note, or bond, is but an instrument to execute an illegal contract, it is tainted by the illegality and cannot be recovered. The illegal consideration enters directly into the instrument, and is followed up because the law will not permit itself to be violated by mere indirection. This is the principle sustained in the cases of *Steas* v. *Lashly*, 6 Term. Rep., 61; *Swann* v. *Scott*, 11 S. & R. 164; *Stanton* v. *Allen*, 5 Denio. 434: *Norton* v. *Bridges*, 3 S. & R. 624; *Lestapies* v. *Ingraham*, 5 Barr, 82. In the last case Gibson, C.J., says, the solemnity of the security would not preclude an inquiry into the consideration of it, had it been illegal, and in *Swann* v. *Scott*, Duncan, J. said of a bond the consideration of which grew out of an illegal transaction, "there the illegal consideration is the sole basis of the bond, and there can be no recovery. In the present case the bill itself refers directly to the equalization account, and was given in immediate execution of the contract. This being the case, it is distinguishable from *Mackney* v. *Reynous*, 4 Burrows, 2065; *Petrie* v. *Hanney*, 3 Term R. 418; *Warner* v. *Russell*, 1 Bosanquet & Puller, 295; *Lestapies* v. *Ingraham*, *supra*; *Thomas* v. *Barcey*, 10 Barr, 164. Cases where the action was not upon the legal contract, or upon an instrument in execution of it, but was founded upon a new consideration. The distinction is well stated by Judge Washington, in *Tobe* v. *Armstrong*, 3 Wash. C. C. R. 299 affirmed in the Supreme Court U. S. 1 Wheaton, 238. The present case is free of difficulty, the money represented by the bill arising directly upon the contract to be paid by one party of the contract to another party of it, in execution of its terms. The bill is therefore tainted by the illegality, and no recovery can be had upon it.

The judgment is therefore confirmed.—From the *Philadelphia Legal Intelligencer*.

OBITUARY.

DR. JESSE ADDAMS, Q.C.

We have to record the death of Dr. Jesse Addams, Q.C., which took place at his residence in the Marylebone-road on the 25th of May, in the 86th year of his age. Dr. Addams was educated at St. John's College, Oxford, where he graduated as B.A. in 1810, and afterwards D.C.L. He was admitted an advocate of Doctors' Commons on the 3rd of November, 1814, and was created a Queen's Counsel in 1858. He reported cases in the Ecclesiastical Court from 1823 to 1825.

MR. T. L. NELSON.

Mr. Thomas Lamplugh Nelson, M.A., barrister-at-law, died on the 28th of May, at the age of thirty-three years. Mr. Nelson was the second son of George Brooke Nelson Esq., solicitor, of Leeds, and registrar of the Dewsbury County Court. He was called to the bar at Lincoln's-inn in June, 1862, and practised on the Midland Circuit, attending also the West Riding of York and Leeds Borough Sessions.

SOCIETIES AND INSTITUTIONS.

JURIDICAL SOCIETY.

The next meeting will be held on Wednesday, the 7th of June, at 8 p.m. precisely, when Mr. H. W. Elphinstone will read a paper on "Settlements of Personal Estate." Mr. F. Vaughan Hawkins will preside.

LAW ASSOCIATION

FOR THE BENEFIT OF WIDOWS AND FAMILIES OF ATTORNEYS, SOLICITORS, AND PROCTORS IN THE METROPOLIS AND VICINITY.

The annual general court was held at the Hall of the Incorporated Law Society on Thursday, the 25th ult., Mr. Desborough (chairman) Messrs. Harding, Burton, Drew, Keighley, W. S. Masterman, Steward, Styan, Sidney Smith, Whyte, Boodle (secretary) and others being present. It appeared by the report that twenty-seven cases of widows and children of deceased members had, during the past year, been relieved by the distribution among them of £1,247 10s.; that, during the same period, twenty-four cases of non-members' widows and children had received the sum of £249; and that the association possessed a capital stock of £33,190; also, that fifteen members, during the past year, had died, of whom nine were life members and six were annual members, while only four new members had joined the association. The report also alluded to the adoption by an extraordinary general court, held on the 2nd of February last, of the revised rules and regulations. A vote of thanks to the chairman, directors, and auditors terminated the proceedings.

LAW STUDENTS' DEBATING SOCIETY.

On Tuesday, the 30th of May, 1871, the motion of Mr. Warmington, that the society should adjourn for that evening, was unanimously adopted.

COUNTY-COURT JUDGES.—A parliamentary return shows the number of days in 1869 and 1870 on which county-court judges held their sittings by deputy. Three of the judges sat by deputy, respectively, on 52, 70, and 99 days in the two years, but all three have now died or retired. Of the other judges, Mr. Serjeant Petersdorff was obliged by illness to sit by deputy on 94 days in the course of the two years. Mr. J. Pitt Taylor sat by deputy on 85 days, but on 78 occasions he was absent in order to attend the Judicature Commission. Mr. W. Raines sat by deputy on 77 days; Mr. C. J. Gale, on 67 days; Sir J. E. E. Wilmot on 64, "under medical advice, from ill-health, owing to overwork;" Sir W. B. Riddell on 50, "by leave of the Lord Chancellor;" Mr. F. Dinsdale on 39 days; Mr. W. H. Cooke on 34, Mr. J. K. Blair on 34, Mr. H. J. Stoner on 28, Mr. J. G. Teed on 24 days. Mr. J. B. Dasent sat by deputy on 51 days, but on 26 occasions he was attending the Lord Chancellor's committee. Several judges were absent for a few days, not exceeding 20 in the two years. Twenty judges did not sit by deputy at all.—*Times.*

LAW STUDENTS' JOURNAL.

GENERAL EXAMINATION OF THE INNS OF COURT.

General Examination of students of the Inns of Court, held at Lincoln's-inn Hall, on the 17th, 18th, 19th, and 20th May, 1871.

The Council of Legal Education have awarded to Theodore Ribton, Esq., Inner Temple, a studentship of fifty guineas per annum, to continue for a period of three years; Hugh Francis McDermott, Esq., Inner Temple, an exhibition of twenty-five guineas per annum, to continue for a period of three years; John Watt Smyth, Esq., Lincoln's-inn; Daniel O'Connell French, Esq., James Dyer Tremlett, Esq., Middle Temple, certificates of honour of the first class; Thomas Allen Hulme, Esq., John Frederic Lowder, Esq., Edmund Robertson, Esq., Lincoln's-inn; Nicholas Charles Lawrence Biale, Esq., Anumdoram Borooah, Esq., Harry Whiteside Cook, Esq., William Decimus Inglett Foulkes, Esq., Richard Howlett, Esq., Robert Alfred McCall, Esq., Robert Parry Nisbet, Esq., John Charles Pritchard, Esq., Henry Watts Rooke, Esq., Hiram Shaw Wilkinson, Esq., Middle Temple; Edward Bayfield, Esq., George Wayne Gregorie, Esq., Sherlock Hare, Esq., Robert Anderson Mowat, Esq., William Justin O'Driscoll, Esq., Charles Frederic Tobias, Esq., and Charles Henri Louis Wilmot, Esq., certificates that they have satisfactorily passed a public examination.

COURT PAPERS.

SUMMER CIRCUIT.

NORFOLK.—The Lord Chief Justice and Mr. Justice Byles.
NORTH WALES.—Lord Chief Justice Bovill.
SOUTH WALES.—Mr. Justice Montague Smith.
NORTHERN.—The Lord Chief Baron and Mr. Baron Martin.
HOME.—Mr. Baron Bramwell and Mr. Justice Blackburn.
MIDLAND.—Mr. Justice Mellor and Mr. Justice Hannen.
WESTERN.—Mr. Justice Willes and Mr. Justice Brett.
OXFORD.—Mr. Baron Pigott and Mr. Justice Lush.
Mr. Baron Cleasby remains in town.

COURT OF QUEEN'S BENCH.

Trinity Term, 1871.

This Court will, on Tuesday, the 13th, Wednesday, the 14th, Thursday, the 15th, Thursday, the 22nd, Friday, the 23rd, Saturday, the 24th, and Monday, the 26th days of June instant, hold sittings, and will proceed in disposing of the cases in the new trial, special, and Crown papers, and any other matters then pending, and will give judgment in cases standing for judgment.

The Court will also hold a sitting on Thursday, the 6th day of July next, for the purpose of giving judgments only.

By the Court.

SITTINGS IN ERROR.

QUEEN'S BENCH.
Tuesday, June 13; Wednesday, June 14; Thursday, June 15.

COMMON PLEAS.
Friday, June 16.

EXCHEQUER.
Saturday, June 17; Monday, June 19; Tuesday, June 20; Wednesday, June 21.

HIGH COURT OF ADMIRALTY OF ENGLAND.

ADDITIONAL RULES.

The Right Honorable Sir Robert Joseph Phillimore, Knight, the Judge of the High Court of Admiralty of England, doth hereby, in pursuance of the provisions of an Act passed in the Session of Parliament held in the third and fourth years of Her Majesty's reign, intituled (c. 65); "An Act to improve the Practice and extend the Jurisdiction of the High Court of Admiralty of England," and subject to the approval of Her Majesty in Council, make the following rules for the said Court:—

1. The following Rules of the Rules, Orders, and Regulations, established by Her Majesty's Order in Council of the

29th of November, 1859, are hereby repealed, viz, Rules 14 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, 33 and 34.

2. If the property to be arrested be situate within the port of London the warrant shall be executed by the marshal.

3. If the property to be arrested be situate elsewhere than in the port of London, the warrant shall be executed either, by the marshal or by the collector of the customs for the district within which the property happens to be.

4. If within *twelve* days after service of a warrant or citation, no appearance shall have been entered in the cause, the proctor for the plaintiff may file his petition. And if within *twelve* days from the filing of the petition no appearance shall have been entered, the plaintiff's proctor may, on bringing in his proofs, set the cause down for hearing.

5. If, when the cause comes before the judge, he is satisfied that the plaintiff's claim is well founded, he may pronounce for the claim with or without a reference to the registrar, or to the registrar assisted by merchants, and may at the same time order the property to be appraised and sold with or without previous notice, and the proceeds to be paid into Court, or may make such order in the premises as to him shall seem just.

6. The forms annexed to the Rules, Orders, and Regulations established by Her Majesty's Order in Council of the 29th of November, 1859, and which are numbered as follows are hereby repealed, viz: Forms Nos. 6, 7, 8, 9, 10, and 30; and the Form annexed to these additional Rules shall be substituted for Form No. 30.

7. These additional Rules shall come into operation on the 1st. of April, 1871, if the same shall have been previously approved by Her Majesty in Council, and if not, from the day on which they shall be so approved, and shall apply to all causes instituted on or after that date.

ROBERT J. PHILLIMORE,
Judge of the High Court of Admiralty.

14*th March*, 1871.

Release.

In the High Court of Admiralty of England.

No. Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith. To the Marshal of the High Court of Our Admiralty of England, and to all and singular his substitutes, Greeting. Whereas in a cause of —— instituted in Our said Court on behalf of —— against ——, We did command you to arrest the said —— and to keep the same under safe arrest until you should receive further orders from Us. Now We do hereby command you to release the said —— from the arrest effected by virtue of Our Warrant in the said cause upon payment being made to you of all costs, charges, and expenses attending the care and custody of the property whilst under arrest in that cause.

Given at London, under the Seal of Our said Court, the —— day of —— in the year of our Lord 18——.

E. F.,
Registrar

Release
Taken out by

DIRECTIONS IN REGARD TO PRINTING THE PROCEEDINGS IN INSTANCE CAUSES.

Whereas by the 96th of the Rules, Orders, and Regulations for the High Court of Admiralty of England, which were confirmed by Her Majesty's Order in Council bearing date the 29th of November, 1859, it is ordered, that "in all contested causes the whole of the pleadings and written proofs on which the parties intend to rely at the hearing shall, unless the judge shall otherwise order, be printed before the hearing; and the printing thereof shall be in such manner and form as the judge shall from time to time direct:"

Now I, Robert Joseph Phillimore, Knight, Doctor of Laws, Judge of the High Court of Admiralty of England, do, in virtue of the powers vested in me, direct that in all causes in which the pleadings and written proofs are required to be printed, the manner and form of printing the same shall hereafter be as follows:—

1. In a damage cause the preliminary acts shall be printed, either with the pleadings or proofs, so separately, or may be found most convenient.

2. Words shall be printed in conspicuous type on the respective papers to denote whether they are the "pleadings," or the "plaintiff's" or "defendant's" proofs, or their "preliminary acts."

3. The printing shall be in the form known as demy quarto, and shall be in pica type.

4. The paper on which the proceedings are printed shall be fine demy, weighing not less than 21 lbs. per ream, and its size shall be such that each cut leaf of the folded sheet shall be eleven inches in height and eight inches and a half in width.

5. The number of lines in each page of pica type shall be forty-seven, each line being five inches and three quarters, or 146 millimetres in length.

6. One hundred and fifty copies of the papers shall be printed, and the charges to be allowed on taxation for each sheet of eight pages shall be 44s., to include inside marginal figures to every tenth line; and no extra charge shall be allowed for the marginal notes.

7. There shall be allowed for table-work the following additional charges:—

If in pica type	. . . .	2s. 6d. per page.
small pica	. . . .	3s. 6d. ,,
long primer	. . . .	5s. 0d. ,,

But in all cases, where pica or small pica can be used for table-work, an extra charge for smaller type shall not be allowed on taxation.

8. The prices mentioned above shall include all charges for printing, paper, folding, stitching, and cutting; and if a wrapper is required it shall be charged for as a quarter-sheet. No charge shall be allowed *on taxation* for corrections.

9. In printing any document which is divided into paragraphs, lines shall not be dropped nor shall a space be left between the consecutive paragraphs; and if any such lines are dropped or spaces left, a deduction shall be made on taxation as well in the printer's charges for printing as in the allowance to the proctors for correcting the press. In printing depositions the answer shall immediately follow the question, so that the question and answer together may form a single paragraph.

10. In case of any material error in the printing, or in case the printing shall not be done in the form and manner prescribed, either the parties shall be bound to reprint the proceedings, or a deduction shall be made on taxation from the cost of printing, and no allowance shall be made to the proctor by whom such printed papers are brought in for correcting the press.

11. These directions shall apply to all cases, in which the printing has not been begun prior to the 18th day of April, 1871.

ROBERT J. PHILLIMORE,
Judge of the High Court of Admiralty.

Dated the 7th day of April, 1871.

COUNTY COURT—ADMIRALTY JURISDICTION.

The following Order in Council has been issued:

1871. May 16. Whereas by the County Courts Admiralty Jurisdiction Act, 1868, it is, among other things, enacted, that if at any time after the passing of that Act it appears to Her Majesty in Council, on the representation of the Lord Chancellor, expedient that any County Court should have Admiralty jurisdiction, it shall be lawful for Her Majesty, by Order in Council, to appoint that Court to have Admiralty jurisdiction accordingly, and to assign to that Court, as its district for Admiralty purposes, any part or parts of any one or more district or districts of County Courts: And further, that any such Orders may be from time to time varied as seems expedient.

And whereas Her Majesty was pleased, by an Order in Council of the 14th day of January, 1869, to order that certain County Courts should have Admiralty jurisdiction.

And whereas a representation has been made by the Lord Chancellor that it is expedient that the said Order should be varied, and that the Whitechapel County Court of Middlesex should have Admiralty jurisdiction, and that the said Court should have assigned to it, as its district for Admiralty purposes, the districts of the County Court of Essex, holden at Rochford, Brentwood, and Romford; of the County Court of Kent, holden at Dartford, Gravesend, Greenwich, and Woolwich; of the Southwark County Court of Surrey; and of the Bow and Whitechapel County Courts of Middlesex; and that the City of London Court appointed by such Order to have Admiralty jurisdiction, should cease to have such jurisdiction.

Now, therefore, Her Majesty having taken the said representation into consideration, is pleased, by and with the advice of Her Privy Council, to Order and appoint, and it is hereby ordered and appointed, that from and after the 30th day of June, 1871, the Whitechapel County Court of Middlesex shall have Admiralty jurisdiction, and shall have assigned to it, as its district for Admiralty purposes, the districts of the County Court of Essex, holden at Rochford, Brentwood, and Romford; of the County Court of Kent, holden at Dartford, Gravesend, Greenwich, and Woolwich; of the Southwark County Court of Surrey, and of the Bow and Whitechapel County Court of Middlesex; and that the City of London Courts, appointed by such Order to have Admiralty jurisdiction, shall cease to have such jurisdiction.

And Her Majesty is further pleased, by and with the advice aforesaid, to order that the said Order of the 14th day of January, 1869, shall be varied or rescinded, so far as it varies from this Order.

TOLZEY COURT AND PIE POUDRE COURT, BRISTOL,

EXTENTION OF COMMON LAW PROCEDURE ACTS, &c., TO.

The following Order in Council has been issued:—

1871. May 16. Whereas by the Common Law Procedure Act, 1852, it is enacted that it shall be lawful for her Majesty from time to time by an Order in Council to direct that all or any part of the provisions of the said Act, or of the rules to be made in pursuance thereof, shall apply to all or any Court or Courts of Record in England or Wales, and that within one month after such Order shall have been made and published in the *London Gazette*, such provisions and rules respectively shall extend and apply in manner directed by such Order, and that any such Order may be in like manner from time to time altered or annulled; and by the Common Law Procedure Act, 1854, it is enacted that it shall be lawful for her Majesty from time to time, by an Order in Council, to direct that all or any part of the provisions of that Act shall apply to all or any Court or Courts of Record in England and Wales, and that within one month after such Order shall have been made and published in the *London Gazette*, such provisions shall extend and apply in manner directed by such Order, and that any such Order may be in like manner from time to time altered and annulled, and that in and by such Order her Majesty may direct by whom any powers or duties incident to the provisions applied under the said Act shall and may be exercised with respect to matters in such Court or Courts, and may make any orders or regulations which may be deemed requisite for carrying into operation in such Court or Courts the provisions so applied; and by the Summary Procedure on Bills of Exchange Act, 1855, it is enacted that it shall be lawful for her Majesty from time to time by an Order in Council to direct that all or any part of the provisions of that Act shall apply to all or any Court or Courts of Record in England and Wales, and that within one month after such Order shall have been made and published in the *London Gazette*, such provisions shall extend and apply in manner directed by such Order and any such Order may be in like manner from time to time altered and annulled, and in and by such Order her Majesty may direct by whom any powers or duties incident to the provisions applied under the said Act shall and may be exercised with respect to matters in such Court or Courts, and may make any orders or regulations which may be deemed requisite for carrying into operation in such Court or Courts the provisions so applied; and by the Common Law Procedure Act, 1860, it is enacted that it shall be lawful for her Majesty from time to time by any Order in Council to direct that all or any part of the provisions of the said Act, or of the rules to be made in pursuance thereof, shall apply to all or any Court or Courts of Record in England and Wales, and that within one month after such Order shall have been made and published in the *London Gazette* such provisions and rules respectively shall extend and apply in manner directed by such Order, and any such Order may be in like manner from time to time altered and annulled, and in and by such Order her Majesty may direct by whom any powers or duties incident to the provisions applied under the said Act shall and may be exercised with respect to matters in such Court or Courts, and may make any order or regulations which may be deemed requisite for carrying into operation in such Court or Courts the provisions so applied:

And whereas it has seemed fit to her Majesty, by and with the advice of her Privy Council, that certain of the provisions of the said several Acts should be extended and applied to the Tolzey Court of the city and county of Bristol and also to the Pie Poudre Court of the same city and county:

Now, therefore, her Majesty, by and with the advice aforesaid, is pleased to order, and it is hereby ordered, that the provisions contained in sections 2 to 8 (both inclusive), 11, 13, 15, 16, 17, 20, 25 to 40 (both inclusive), 41 (except so much thereof as relates to causes of action in different counties), 42 to 68 (both inclusive), 69 (except the words "and such plea may when necessary be pleaded at Nisi Prius between the 10th of August and 24th of October"), 70 to 96 (both inclusive), 116, 117, 118, 119, 124, 125, 128, 129, 130, 131 (so far as and inclusive of the words "or to the like effect" in that section), 133 to 138 (both inclusive), 139 (except the words "two terms" which shall be read as if they were "three months"), 140, 141, 142, 143 (except so much thereof as relates to a motion in arrest of judgment pursuant to 1 Wm. 4, c. 7), 144, 145, 168, to 177 (both inclusive), 178 (except the word "sheriff," which shall be read to mean the proper officer of the Court), 179 180, 181, 183, 184, 185, 186, (except the words in both sections 185, 186, "not exceeding the fifth day in term after the verdict" and "then on the fifth day in term after the verdict," and the words "whichever shall first happen" 187 to 201 (both inclusive), 203 to 207 (both inclusive), 209 to 214 (both inclusive) and 218 to 222 (both inclusive), and section 226 of the Common Law Procedure Act, 1852, and the schedules thereto and the provisions contained in sections 1, 3, 4, 5, (except the words "or upon any reference by consent of parties where the submission is or may be made a rule or order of any of the Superior Courts of Law or Equity at Westminster, if he shall think fit, and if it is not provided to the contrary"), 6, 7, 8, 10 to 16 (both inclusive), 18 to 31 (both inclusive), 50 to 58 (both inclusive) 60 to 67 (both inclusive) 78 to 86 (both inclusive), 89, 92, 93, and 96 of the Common Law Procedure Act, 1854, and the provisions of the Summary Procedure on Bills of Exchange Act 1855, excepting those contained in sections 8, 9, and 10, and the provisions contained in sections 19 to 21, (both inclusive), and sections 25, 28, 29, 30, 31, 32, 33, and 36 of the Common Law Procedure Act, 1860, shall apply to the said Tolzey Court and Pie Poudre Court of the city and county of Bristol.

And Her Majesty is further pleased by and with the advice aforesaid to direct that the powers and duties incident to the above-mentioned provisions of the Common Law Procedure Act, 1852, the Common Law Procedure Act, 1854, the Summary Procedure on Bills of Exchange Act, 1855, and the Common Law Procedure Act, 1860, which are exerciseable under the said Acts respectively by the Court or a judge thereof, shall and may be with respect to matters in the said Tolzey Court and Pie Poudre Court be exercised by the recorder or his duly appointed deputy, and that the powers and duties which are exerciseable under the said Acts respectively by the master shall and may with respect to matters in the said Tolzey Court and Pie Poudre Court be exercised by the registrar or his duly appointed deputy.

INCOME-TAX OF THE ENGLISH COUNTIES.

A Parliamentary return shows the amount of income-tax charged in each county of England and Wales in the financial year 1868-69, Under Schedule A, in respect of the property in land and houses, the income-tax charged on the annual value was £443,080 in Middlesex; in Lancashire, £282,825; in Yorkshire, £244,796; in Surrey, £132,701; in Kent, £108,577. In no other county did the amount reach £100,000; but Lincoln slightly exceeded £80,000; Warwick approached £73,000; and Somerset reached £71,712. Under Schedule B, on the occupation of land, £31,787 was charged in Yorkshire; 24,891 in Lincolnshire; 17,636 in Norfolk; 16,235 in Essex; 15,187 in Somerset; 12,066 in Suffolk. The amount in the other counties was lower. Under Schedule C, annuities and dividends payable out of public revenue, £841,664 was charged, all in Middlesex. Under Schedule D, on trades, professions, mines, railways, &c., £1,270,036 was charged in Middlesex, £576,590 in Lancashire, £338,495 in Yorkshire—£233,185 of it in the West Riding, £162,953 in Surrey, £85,436 in Warwickshire, £84,258 in Staffordshire, £71,888 in Durham, £70,449 in

Derbyshire, £67,556 in Somersetshire, £65,881 in Kent. The other counties are below £50,000, but Northumberland came within £80 of that amount. Under Schedule E. on public offices, £398,538 was charged in Middlesex, and £22,802 in Lancashire, £10,946 in Yorkshire, smaller amounts in other counties. The total amount of income-tax charged under all schedules was £2,358,093 in Middlesex, £891,712 in Lancashire. £626,024 in Yorkshire—£411,768 in the West Riding; £309,627 in Surrey, £194,374 in Kent, £171,279 in Warwickshire, £164,770 in Staffordshire, £157,645, in Somerset, £132,687 in Lincolnshire, £120,789 in Devon, £119,275 in Durham, £114,428 in Derbyshire, £111,563 in Cheshire, £107,508 in Gloucestershire £106,571 in Essex, £106,255 in Norfolk, £105,580 in Hampshire, £103,479 in Sussex, £101,718 in Northumberland, £77,350 in Suffolk, £76,426 in Worcestershire, £72,452 in Nottinghamshire, £69,067 in Glamorganshire, £65,732 in Shropshire, £65,069, in Leicestershire, £64,498 in Wiltshire, £60,346 in Northamptonshire, £53,187 in Cambridgeshire, £50,891 in Berkshire, £49,677 in Cumberland, £49,657 in Cornwall, £48,291 in Hertfordshire, £47,536 in Oxfordshire, £42,288 in Dorset, £41,969 in Buckinghamshire; £33,622 in Herefordshire, £31,618 in Monmouthshire, £30,700 in Bedfordshire, £19.329 in Denbighshire, £18,526 in Huntingdonshire, £16,475 in Carmarthenshire, £15,386 in Westmoreland. In Rutland and in each of the nine Welsh counties not already named, the total income-tax charged was below £15,000. The total amount of income-tax charged in England and Wales in the financial year 1868-69 was £2,701,753 under Schedule A, £379,959 under Schedule B, £841,664 under Schedule C, £3,490,308 under Schedule D, £489,601 under Schedule E, making together £7,903,285—viz., £7,705,671 in England and £197,614 in Wales. The rate was 6d. in the pound.—*Times.*

AN AMERICAN VIEW OF THE BANKRUPTCY ACT (1869).

A careful perusal of its sections by a thoughtful reader will show how thoroughly a judicious bankruptcy practice permeates the present system of English jurisprudence. Sections 5 and 6 of Part 4, which may be found on page 144 of the present volume, are deserving of special notice.

Section 5 provides that where the creditors determine by a special resolution that it will be more convenient that the proceedings shall be transferred from one court in bankruptcy to another, that the same shall be done, thus obviating the necessity of carrying on a legal proceeding in a remote part of the country, when the parties mostly in interest reside at a commercial or business centre.

Suppose a debtor in this country residing at some village or town in the far West or South, knew that his creditors at the North or East, who were the heaviest losers by his failure could oblige him to appear at a court most suitable to their convenience, is it not probable that he would be more than ordinarily careful how he squandered his means, continued doing business subject to ruinous losses, or fraudulently concealed or disposed of his property? We really think so; and on the other hand, creditors would be more eager to avail themselves of the bankrupt law if they felt assured that it could be appealed to in their own city or district, and that it would not subject them to the expense and inconvenience of litigation carried on at a great distance from their place of business. The objection may be urged by some that it is not in accordance with the spirit and true intent of either American or English law to compel litigation at a distance from the residence of the defendant. This is undoubtedly the case where the offence has been committed near the domicil of the defendant or criminal, but if the debtor (as is usually the case), can travel a long distance and sojourn in a great commercial metropolis to obtain credit, it does not seem unreasonable that when he is unable to meet his business obligations and pay for the property he purchased on credit, that he should be compelled to return to the place where the credit was obtained and whence that property was taken, and account to his creditors for his mismanagement of the trust committed to his keeping.

Section 6 settles in England a question that we have foreseen would in time create confusion in our own country, if not, in fact, a conflict of jurisdiction in bankruptcy matters. It provides that every court having original jurisdiction (subject to the provisions of the act), shall be deemed to be the same court and to have jurisdiction throughout the realm, and that cases may be transferred from one court to another as may be prescribed.

Many cases are continually arising in this country where a debtor in the West or South owes a few hundred dollars in his own neighbourhood, and that the great majority of his debts is due to New York, Philadelphia, and Boston houses. If the New York, Philadelphia, and Boston creditors could compel the transfer of the proceedings to one of these cities, it would, we believe, greatly facilitate the settlement of the case, and especially the proper investigation of preferences which other creditors had obtained in fraud of the act, and by the adoption of such a system as is contemplated in these sections, 5 and 6, there is no reason why the orders of the court to which the proceedings should be transferred should not be as obligatory on a United States Marshal in a remote district as are those of the court of the district in which he resides.

The present year is one which is particularly severe on the business community, and very many houses already count their losses by the thousands instead of by the hundreds as in years gone by. Our great commercial centres are suffering most severely, therefore some adequate relief is demanded by them, and unless this demand is promptly met in the proper manner, a financial crush will cast its gloom over the entire country, unequalled in its proportions and dire results. Those of our merchants who have been able to see the working of the United States Bankrupty Act in its true light, do not desire their collections made in any other way than by the provisions it has provided for their use, although it is not yet a perfect system, and requires many amendments to make it equal to the English law. *National (U.S.) Bankruptcy Register.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 2, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 91¾ x d
Ditto for Account, July, 92 x d
3 per Cent. Reduced 91¾
New 3 per Cent., 91¾
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 5 p m
Ditto, £500, Do — 5 p m
Ditto, £100 & £200, — 5 p m
Bank of England Stock, 4½ per Ct. (last half-year) 236
Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209
Ditto for Account
Ditto 5 per Cent., July, '80 109½ x d
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 101
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 93
Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto, 5½ per Cent., May, '79 107¾
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '73 103
Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, under £1000, 20 p m

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	93½
Stock	Caledonian	100	93
Stock	Glasgow and South-Western	100	115
Stock	Great Eastern Ordinary Stock	100	41⅝
Stock	Do., East Anglian Stock, No. 2	100	7½
Stock	Great Northern	100	126½
Stock	Do., A Stock*	100	137½
Stock	Great Southern and Western of Ireland	100	101
Stock	Great Western—Original	100	95
Stock	Lancashire and Yorkshire	100	141½
Stock	London, Brighton, and South Coast	100	84½
Stock	London, Chatham, and Dover	100	17½
Stock	London and North-Western	100	133
Stock	London and South-Western	100	97½
Stock	Manchester, Sheffield, and Lincoln	100	53⅜
Stock	Metropolitan	100	78
Stock	Midland	100	130½
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	44
Stock	North London	100	120
Stock	North Staffordshire	100	65½
Stock	South Devon	100	6½
Stock	South-Eastern	100	86½
Stock	Taff Vale	100	168

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Consols, which are now quoted *ex* the July dividend, remain unaltered from last week. Foreign securities are quite firm, with a trifling rise in a few descriptions. The home railways also are firm, although realisations at one time rendered them rather heavy.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DALBY—On May 27, at 11, Strathmore-gardens, Kensington, the wife of R. D. Dalby, of Lincoln's-inn, of a son.

FRENCH—On Monday, May 29, at Yapton, Monkstown, the wife of W. M. French, Esq., barrister-at-law, of a daughter.

POOLE—On May 26, at 24, Neville-street, South Kensington, the wife of Arthur R. Poole, Esq., barrister-at-law, of a son.

SAUNDERS—On May 27, at Finchley, the wife of Albert Saunders, of Doctors'-commons, solicitor, of a son.

SHARPE—On May 31, at 36, Queensborough-terrace, Hyde-park, the wife of Joseph Sharpe, Esq., LL.D., barrister-at-law, of a daughter.

STEAVENSON—On May 25, at Highfield, Darlington, the wife of F. T. Steavenson, Esq., solicitor, of a daughter.

MARRIAGES.

THOMPSON—BEAUMONT—On May 17, at St. Oswald's Church Filey, Peile Thompson, B.A., barrister-at-law, to Jessie Clare, daughter of Josh. Beaumont, Esq., of Huddersfield in the Crescent, Filey.

TURNER—BIRKETT—On May 26, at the Church of St. Mary the Virgin, Kingston, Henry Morton Turner, solicitor, to Edith, eldest daughter of Edmund Lloyd Birkett, M.D.

DEATHS.

PINERO—On May 27, at 329, High Holborn, John Daniel Pinero, Esq., solicitor, aged 73.

SALMON—On May 29, suddenly, Thomas Salmon, Esq., solicitor and town clerk of South Shields, aged 77.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 19.—By Messrs. NORTON, TRIST, WATNEY & Co.

Herts, near Hemel Hempstead—the Cherry Trees, with farm-house and 148 acres, freehold and copyhold. Sold £5,180.

May 22.—By Mr. P. D. TUCKETT.

Haverstock-hill, No. 47, Park-road, term 80 years, net rental £78. Sold £1,050.

May 23.—Messrs. CHINNOCK, GALSWORTHY & CHINNOCK.

Fitzroy-square, Nos. 72, 73, and 75, Warren-street, freehold, let at £152 10s. per annum. Sold £3,000.

No. 74, same street, freehold, and 293, Euston-road, term 41½ years, let at £150 per annum. Sold £1,950.

No. 9, Devonshire-square, E.C, freehold, let at £70 per annum. Sold £1,860.

Maida-hill, No. 4, Blomfield-road, term 66 years, net rental £50; also a leasehold ground rent of £2 10s. per annum, secured on a piece of ground rent used as a nursery. Sold £450.

May 31.—By Messrs. EDWIN FOX & BOUSFIELD.

Pimlico, leasehold ground rent of £6 per annum, secured on three houses in Belgrave-street, No. 15, Belgrave-street, and the Prince of Wales Tavern at the corner of Ebury-street, term 46½ years, ground rent £58. Sold £1,100.

LEGAL APHORISMS.—The defendant's counsel, in a breach of promise suit, having argued that the woman had a lucky escape from one who had proved so inconsistent, the judge remarked that "what the woman loses is the man as he ought to be." Afterward, when there was a debate as to the advisability of a marriage between a man of 49 and a girl of 20 his lordship remarked that "a man is as old as he feels; a woman as old as she looks."—*Bench and Bar.*

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, May 26, 1871.

UNLIMITED IN CHANCERY.

Beulah Park Estate.—Petition for winding up, presented May 17, directed to be heard before Vice Chancellor Bacon on Saturday, June 3. Lawrance & Co, Old Jewry-chambers, solicitors for the petitioner.

Imperial Guardian Assurance Company.—Petition for winding up, presented May 23, directed to be heard before the Master of the Rolls on Saturday, June 3. Barnard & Co., Lancaster-pl, Strand, solicitors for the petitioners.

Professional, Commercial, and Industrial Benefit Building Society.—Petition for winding up, presented May 22, directed to be heard before Vice Chancellor Wickens on Friday, June 2. Lewis & Co, Old Jewry, solicitors for the petitioners.

LIMITED IN CHANCERY.

Anglo-Scotrish Publishing Company (Limited).—Creditors are required on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to Wm Brooks, Old Jewry-chambers. Monday, July 3 at 12 is appointed for hearing and adjudicating, upon the debts and claims.

Castle Tavern Company (Limited).—Petition for winding up, presented May 24, directed to be heard before Vice Chancellor Malins on June 9. Edmunds & Mayhew, Poultry, solicitors for the petitioner.

City Terminus Hotel Company (Limited).—Petition for continuing the voluntary winding up, presented May 24, directed to be heard before Vice Chancellor Malins on June 9. Toogood, Parliament-street, solicitor for the petitioners.

Economic Discount and Loan Company (Limited).—Petition for winding up, presented May 23, directed to be heard before Vice Chancellor Wickens, on June 9. Phipos, Farringdon-st, solicitor for the petitioners.

Home Assurance Association (Limited).—Petition for winding up, presented May 22, directed to be heard before Vice Chancellor Malins on Friday, June 2. Roberts & Simpson, Moorgate-street, solicitors for the petitioner.

Friendly Societies Dissolved.

FRIDAY, May 26, 1871.

Loyal Lodge of Friendship Friendly Society of the Loyal and Independent Modern Order of Foresters, Salisbury Unity, Three Cups Inn, Bath. May 22

Mutual Benefit Friendly Society, Norwood Institute, Chapel-rd, Lower Norwood. May 24

Tyre Hill Inn Friendly Society, Tyre Hill Inn, Welland, Worcester. May 25

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 26, 1871.

Percival, Jas, Wilderspond within Appleton, Chester, Gent. June 20. Knowles v Warburton, M.R. Cropper, Lpool

Garrard, Arnold Finchett, Ararat, Victoria, Australia, Storekeeper. Nov 2. Garrard v Elgood, V.C. Wickens. Elgood, Lincoln's-inn-fields

Vince, Joseph, Frederick-st, Hampstead-rd, Shoemaker. June 20. Hadway v Furness, V.C. Wickens. Stronghill, Carter-lane

TUESDAY, May 30, 1871

Angier, Samuel Haynes, Cornhill, Merchant. June 8. Wilson v Angier V.C. Wickens. Chorley, Moorgate-st

Carrick, Andrew, Bristol, Esq M.D. July 1. Ralph v Carrick, V.C. Wickens. Cooke & Sons, Bristol

Parry, Augusta Bertie, Paris, Spinster. June 30. Martineau v Mathieu, V.C. Malins. Walters, New-sq, Lincoln's-inn

Phillips, Jas, Lpool, Merchant. June 26. Potter v Harratt, Registrar for the Liverpool District

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 26, 1871.

Andrews, Wm, Market Harborough, Leicester, Gent. July 8. Cave, Market Harborough

Bagshaw, Sarah Henrietta, Addison-rd, Kensington, Spinster. July 19. Jones & Sons, Millman-pl, Bedford-row

Berringer, John Hy, London-wall, Silk Merchant. June 30. Smith, Winchester-bldgs, Gt Winchester-st

Buckland, Edmund, Taunton, Somerset, Baker. June 24. Rossiter, Taunton

Bull, Rev Edwd, Pentlow, Essex. July 6. Ransom, Sudbury

Chapman, Edgar, Chepstow, Monmouth, Banker. July 1. Abell & Coleman, Gloucester

Day, Thos, Oxford, Ostler. July 31. Robinson, Oxford

Ferry, Wm, Gateshead, Durham, Glass Manufacturer. July 1. Robinson, Sunderland

Fletcher, Thos, (and not Hetcher as erroneously printed in Gazette of 19th instant), Wigan, Lancashire, Tailor. July 10. Leigh & Ellis, Wigan

Hall, Thos Hy, Norfolk-crescent, Hyde-pk, Esq. June 30. Powles, Monmouth

Henderson, Mary, Redcar, York, Spinster. June 30. Dodds & Trotter, Stockton-on-Tees

Ireland, Wm, Elm Field, Upper Clapton, Esq. Aug 10. Walters & Gush, Finsbury-circus

Laurie, Richd, Bowood, Abbotsham, Devon. July 1. Rooker & Bazeley, Bideford

Lees John Wm, Oldham, Lancashire, Cotton Spinner. July 1. Redfern & Son, Oldham

MacVicar, Joseph Duncan, Sussex-pl, Regent's-pk, Esq. June 30, Markby & Tarry, Coleman-st

Molyneux, Chrichlow, Glasgow, Scotland, Gent. June 30, Miller & Co, Lpool

Millar, John, Newton Nottage, Glamorgan, Gent. July 1, Lewis, Bridgend

Powneeby, Jas, Camberwell-ter, Peckham-rd, Gent. July 31. Kennett, Grecian-chambers, Devereux-ct, Temple

Revill, John, Kingsland-rd, Grocer. July 1. Bohm, New inn, Strand

Richardson, Geo, Gt St Helen's, Gent. July 10. Wragg, Gt St Helen's

Seymour, Fredk Spencer, Montrose-ter, Roman-rd, Holloway, Printer. July 25. Cattel, Bedford row

Sharp, Wm, Woolwich, Inspector of Shipwrights. July 26. Pearce, Rectory-pl, Woolwich

Simpson, Thos, Sheffield, Gent. July 1. Bramley, Sheffield

Stone, Eliz, Warwick-st, Pimlico, Spinster. July 5. Rogers, Westminster-chambers, Victoria-st, Westminster

Sprod, Thos, Clevedon, Somerset, Farmer. Aug 1. Woodforde

Thompson, Wm, Bangor, Sussex, Doctor. June 25. Sowton, Chichester.

Tuton, Richd, Edge-lane nr Lpool, Gent. Aug 1. Woodburn & Pemberton, Lpool

Wilkinson, Abraham, Fartown, Huddersfield, York, Scribbling Miller. July 1. Brook & Co, Huddersfield

Wilkinson, Wm, Aslackby, Lincoln, Grazier. July 4. Wiles & Chapman

Williams, Thos, Brynmyffr, Denbigh, Yeoman. July 10. Griffith, Llanrwst

TUESDAY, May 30, 1871.

Abbiss, Joseph Whitley, Stafford, Painter. Oct 2. Wilkinson & Gillespie, Walsall

Archdekin, Eliza, Westbourne-pk, Schoolmistress. June 26. Nash & Co, Suffolk-lane, Cannon-st

Austin, Fredk. Shefford, Bedford, Wine Merchant. July 1. Hooper & Raynes, Biggleswade
Barnes, Thomas Fryer, Portland-ter, St John's-wood, Gent. June 30. Allen & Son, Carlisle-st Soho-sq
Bennett, Patrick, Bristol, Cattle Dealer, July 11. Latcham, Bristol
Davies, Thos, Canonbury-ter, Canonbury-sq. June 30. Holland, Bedford-row
Fox, Geo Tipping, Wetley Rocks, nr Cheddleton, Stafford, Nurseryman. July 5. Challinor & Co. Leek
Gifford, John, High Beach, Essex, Esq. June 20. Sharp, Gresham House, Old Broad-st
Hargreaves, Jas, Sawley, York, Yeoman. July 15. Marsh & Co, Warrington
Headfort, Most Hon Thos, Marquess of. Aug 1. Young & Co, St Mildred-ct, Poultry
Jacob, John Bernard, St John's-st-rd, Gent. June 30. Mossop, Ironmonger-lane
Larkins, Wm, Biggleswade, Bedford, Gent. July 1. Hooper & Raynes, Biggleswade
Lomas, Hy, Manch, Plasterer. July 1. Trappes & Lancashire, Manch
MacVicar, Joseph Duncan, Sussex-pl, Regent's-pk, Esq. June 30. Markby & Tarry, Coleman-st
Meldola, Raphael, Approach-rd, Victoria-pk, Surgeon. July 20. Samuel & Emmanuel, Finsbury-circus
Midgley, Robt, Salterlee, Halifax, York, Worsted Spinner. Aug 1. Robson & Suter, Halifax
Nichol, Geo, High-st, Marylebone, Gent. June 23. Walker, Lincoln's-inn-fields
Soper, Giles, Ashford-hill, Southampton, Gent. July 1. Cave, Newbury
Southcombe, Thos, Ottery St Mary, Devon, Tailor. June 28. Makinson & Carpenter, Elm-ct, Temple
Stuart, Charlotte, Dorset-st, Portman-sq, Widow. July 7. Booty & Butt, Raymond-bldgs, Gray's-inn
Thomas, Richd, Sydenham-hill, Surrey, Gent. July 1. Bennett, Furnival's-inn, Holborn
Walshaw, John, Northowram, Halifax, York, Dyer. Aug 1. Robson & Suter, Halifax
Wedge, Mary, Balsham, Cambridge, widow. July 1. Kitcheners & Fenn, Newmarket

Bankrupts.

FRIDAY, May 26, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cambers, Robt Wilson, Dunford-rd, Holloway, Flour Dealer. Pet May 19. Hazlitt. June 9 at 11

To Surrender in the Country.

Allison, Jas Norris, Wellington, Salop, Mercer. Pet May 3. Potts. Madeley, June 7 at 2.
Bewley, John, Cambridge, Ironfounder. Pet May 23. Eaden. Cambridge, June 8 at 12
Bond, Hy, Blackawton, Devon, Cattle Dealer. Pet May 23. Pearce. East Stonehouse, June 12 at 11
Buer, Sarah, Hove, Sussex, Hosier. Pet May 23. Evershed. Brighton, June 13 at 11
Davies, John, Lydney, Gloucester, Merchant. Pet May 24. Roberts. Newport, June 9 at 1
Dawson, Thos, Windhill, Shipley, York, Grocer. Pet May 16. Robinson. Bradford, June 13 at 9
Hall, Thos Bazley, & Basil Hall, Stalybridge, Lancashire, Cotton Doublers. Pet May 20. Hall. Ashton-under-Lyne, June 9 at 11
Lawson, Matthew, Leeds, Tailor. Pet May 20. Dawson. Leeds, June 8 at 11
Levie, Joseph Bernard, & John Bernard Levie, Manch, Clothiers. Pet May 25. Kay. Manch, June 15 at 9.30
Tidy, Richd, Sutton, Surrey, Comm Agent. Pet May 19. Rowland, Croydon, June 9 at 2
Williams, Mary, Redwick, Monmouth. Pet May 23. Roberts. Newport, June 9 at 12
Worley, Robt, Birm, Whip Thong Maker. Pet May 23. Chauntler. Birm, June 13 at 12

TUESDAY, May 30, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Beamish, Geo, Gray's-inn-sq, Retired Captain. Pet May 27. Roche. June 15 at 12
Eld, Thos Wm, Redhill, Surrey, Hop Factor. Pet May 26. Murray. June 13 at 12
Grove, Edwd Richd, Cow-cross-st, Smithfield, Corn Dealer. Pet May 25. Pepys. June 13 at 11
Powell, Edwd, Mansion House-st, Kennington, Licensed Victualler. Pet May 24. Hazlitt. June 9 at 1

To Surrender in the Country.

Abbott, John, Fairfield, near Lpool, Cabinet Maker. Pet May 27. Watson. Lpool. June 15 at 2
Athorn, Thos Walter, Manch, Plumber. Pet May 25. Kay. Manch, June 12 at 9.30
Burton, Joshua, Manch, Hosier. Pet May 25. Kay. Manch, June 15 at 9.30
Hillam, Joseph Garside, Bradford, York, Worsted Manufacturer. Pet May 26. Robinson. Bradford, June 13 at 1
Jump, Jas, Waterloo, Lancaster, Builder. Pet May 27. Watson. Lpool, June 19 at 2
Lench, Wm Hy, Leicester, Boot Manufacturer. Pet May 26. Ingram. Leicester, June 13 at 12
Plowman, Margaret, Wells, Norfolk, Confectioner. Pet May 27. Palmer. Norwich, June 17 at 12
Rejlly, Edmund Wm, Westbury, Wilts, Licensed Victualler. Pet May 25. Messiter. Frome, June 9 at 1
Reynolds, Mary Ann, Cardiff, Glamorgan, Innkeeper. Pet May 24. Langley. Cardiff, June 7 at 2
Robinson, Arthur, Greenheys, Manch, Gent. Pet May 25. Kay. Manch, June 22 at 9 30
Summers, Chas, Crosscombe, Somerset, Baker. Pet May 27. Foster. Wells, June 10 at 2
Thomas, Geo, Colchester, Essex, late Manager of London and County Bank. Pet May 27. Barnes. Colchester, June 17 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, May 26, 1871.

Meathrel, Hy, Modbury, Devon, Licensed Victualler. May 24

TUESDAY, May 30, 1871.

Jones, Thos, Neston, near Chester, Auctioneer. May 5
Wilkinson, John, & Jas Wilkinson, Sheffield, Builders. May 3

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, May 26, 1871.

Ackland, Wm Hy, Taunton, Somerset, Draper. June 10 at 12, at offices of Reed & Cook, Paul st, Taunton
Barlow, Alf, Thomas st, Water lane, Homerton, Bedding Manufacturer. June 14 at 3. at office of Brighten, Bishopgate st, Without
Beresford, Wm & Jas Baxendell, Ashborne, Derby, Licensed Maltsters. June 7 at 1.30, at the Midland Hotel, Derby. Holland, Ashborne
Billing, Wm, Sandford, Devon, Machine Maker. June 9 at 10, at office of Huggins, Paul st, Exeter
Brayshaw, Joseph, jun, Falcon st, Falcon sq, Warehouseman. June 10 at 2, at Mullen's Hotel, Ironmonger lane, Cheapside
Byerley, Geo Ebenezer, Lausanne rd, Peckham, Printer. May 27 at 12, at offices of Biddles, Southampton bldgs, Chancery lane
Candler, Robt Campbell, Keppel st, Chelsea, Printer. June 8 at 1, at office of Smyth, Rochester row, Westminster
Chaplin, Thos, Baltic pl, Lower rd, Rotherhithe, Builder. June 5 at 3, at office of Hicklin & Washington, Trinity sq, Southwark
Clifton, Edmd, Watling st, Clothier. June 12 at 3, at office of Parker & Co, Bedford row
Collins, Jonn, Rood End Farm, Oldbury, Worcester, Farmer. June 6 at 3, at offices of Wright, Church st, Oldbury
Collins, Mark, Broad st, Bloomsbury, Hatter. June 8 at 3, at the City Arms Tavern, Blomfield st, Finsbury. Padmore
Cowling, Wm, Charnock Richard, nr Chorley, Lancashire, out of business. June 9 at 2, at offices of Morris, Market st, Chorley
Cuthbert, John, Middlesborough, York, Licensed Victualler. June 6 at 11, at office of Clement, jun, Bishop st, Stockton
Davies, John, Llanstephan, Carmarthen, Grocer. May 30 at 2, at the Townhall, Carmarthen. Lloyd, Carmarthen
Dixon, Danl, Newport, Monmouth, News Agent. June 12 at 11, at office of Evans, Dock st, Newport
Finley, Fras Jas, Wigan, Lancashire, Tailor. June 7 at 11, at office of Leigh & Ellis, Commercial yd, Wigan
Fuller, Bayley, Tavistock st, Covent garden, Dressing Case Manufacturer. June 15 at 3, at office of May, Russell sq
Gann, Joseph Horlock, Clarence rd, West Croydon, out of business. June 9 at 11, at the Prince of Wales Hotel, West Croydon
Geake, Thos, Plymouth, Devon, Hat Manufacturer. June 10 at 12, at offices of Brian, Freemason's hall, Plymouth
Glew, Jas, Stockton-on-Tees, Durham, Builder. June 8 at 11, at offices of Draper, Stockton-on-Tees
Goodall, Caroline, Manch, Hosier. June 12 at 3, at office of Leigh, Brown st, Manch
Goodridge, Jas Fredc, Bath, Attorney. June 14 at 1, at office of Wilton, Henrietta st, Bath
Gow, David, Manch, Paper Merchant. June 8 at 3, at offices of Ritson, John Dalton st, Manch
Griffith, Joseph, Buckley, Flint, Grocer. June 9 at 12, at the Green Dragon Hotel, Eastgate st, Chester. Martin, Chester
Ground, Joshua, Caterham, Surrey, Chaplain. June 7 at 12, at offices of Birchall & Rogers, Southampton bldgs, Chancery lane. Harrison, Furnival's Inn
Guy, Robt, Nottingham, Lace Warehouseman. June 12 at 12, at offices of Heath, St Peter's Churchwalk, Nottingham
Hankinson, John Hope, Chester, Licensed Victualler. June 12 at 3, at the Blossoms Hotel, Foregate st, Chester. Harris, Lpool
Hawes, John, New Hendon, Sunderland, Builder. June 7 at 2, at offices of Fairclough, Norfolk st, Sunderland
Higley, John, Yeaton, Salop, Carpenter. June 8 at 11, at offices of Broughall & Son, St John's hill, Shrewsbury
Hooton, Lydia, Nottingham, Assistant to a Grocer. June 9 at 12, at office of Cowley, St Peter's Churchwalk, Nottingham
Horsfall, Wm, Lpool, General Broker. June 9 at 2, at office of Harmood & Co, North John st, Lpool. Norris & Sons, Lpool
Howard, John Wheeler, Aylesbury, Buckingham, Coal Merchant. June 12 at 12, at office of Jones, New inn, Strand. Clarke, Aylesbury
Hoyle, Richd Cleeve, Bideford, Devon, Physician. June 3 at 12, at offices of Hole & Peard, Willett st, Bideford
Irving, Wm, Lawrence lane, Cheapside, Warehouseman. June 13 at 12, at offices of Smith & Co, Bread st, Cheapside
Jenkins, Jas, Gloucester, Stationer. June 7 at 11, at offices of Jones, Berkeley chambers, Gloucester
Jones, Isaac, Carmarthen, Butcher. June 9 at 1, at the Townhall, Carmarthen. Bishop, Llandilo
Jones, Wm Hamlet, Newport, Monmouth, Grocer. June 9 at 2, at offices of Hancock & Co, John st, Bristol. Llewellin, Newport
Jowett, Nathan, Leeds, Tobacconist. June 7 at 4, at office of Spirett, East parade, Leeds
Kimpton, David, sen, Sylvan grove, Old Kent rd, no occupation. June 2 at 3, at offices of Rigby, Rotolph lane, Eastcheap
Knebone, John, Plymouth, Devon, Carpet Warehouseman. June 7 at 11, at St George's hall, East Stonehouse
Loader, John, Northampton, Brush Manufacturer. June 12 at 12, at offices of Harmer, Newland, Northampton
Lonergan, Wm, Hodsack, Notts, Commercial Traveller, June 3 at 12, at office of Tattershall, Queen st, Sheffield
Lough, John, Hunsonby, Cumberland, Yeoman. June 13 at 11, at office Robinson & Watson, Bank st, Carlisle

Marion, Joseph Marie, Sunderland, Durham, Shipowner. June 7 at 12, at offices of Dixon, High st, West Sunderland

Maskew, Wm, Stafford, Plumber. June 14 at 11, at offices of Cooper, John st, Tunstall

Mitchell, Geo Hy, Swaton rd, Bow, Builder, June 9 at 2, at offices of Templeman, Aldermanbury postern

Morgan, John, Penrhyndendraeth, Merioneth, Grocer. June 7 at 1, at the Commercial Hotel, Portmadoc. Beesse, Portmadoc

Moseley, John Edmd, Manch, Carver. June 14 at 3, at offices of Crowther & Co, Bath chambers, York st, Manch. Sale & Co, Manch

O'Doherty, Chas, Rochdale, Lancashire, Engine Packing Manufacturer. June 9 at 3, at offices of Holland, Baillie st, Rochdale

Peacock, Jonathan, Darlington, Durham, Grocer. June 8 at 11, at offices of Stevenson, Chancery lane, Darlington

Pocock, Saml, Inverness ter, Bayswater, Brickmaker. June 8 at 2, at the Inns of Court Hotel, High Holborn. Ford & Lloyd, Bloomsbury sq

Revill, Saml, Ilkeston, Derby, Veterinary Surgeon. June 12 at 3, at office of Belk, High pavement, Nottingham

Richards, Evan, Lpool, Linen Draper. June 9 at 3, at office of Dixon, Lord st, Lpool

Robinson, John, Leeds, Coal Merchant. June 2 at 11, at offices of Pullan, Bank chambers, Park row, Leeds

Russell, Thos, Royal Victor pl, Old Ford rd, German Sausage Manufacturer. June 5 at 12, at offices of Beesley, Bedford row

Salmon, Wm, Gt St Helen's Merchant. June 5 at 10, at office of Dobson, Chancery chambers, Quality ct, Chancery lane

Scott, Wm. Guiseley, York, Woollen Manufacturer. June 12 at 11, at offices of Bond & Barwick, Albion pl, Leeds

Solomon, Elisha, St George's pl, Knightsbridge, Fruiterer. June 12 at 3, at offices of Lewis & Lewis, Ely pl, Holborn

Spink, Wm, Barton-on-Humber, Lincoln, Grocer. June 5 at 3, at offices of Jacobs, County bldgs, Land of Green Ginger, Kingston-upon-Hull

Stedman, Richd Proomfield, West Malling, Kent, Chemist. June 14 at 2, at offices of Hubbard & Son, Bucklersbury

Taylor, Joseph Cox, High st, nr Sheffield, Draper. June 7 at 2, at offices of Smith & Hinde, Bank st, Sheffield

Tilley, Wm Evans, Kirby st, Hatton garden, Electro Plate Manufacturer. June 8 at 12, at offices of Anti-Bankruptcy Association, Weaver's hall, Basinghall st. Cattlin, Basinghall st

Truman, Chas, Pontypool, Monmouth, Saddler. June 9 at 1, at offices of Hancock & Co, John st, Bristol. Lloyd, Pontypool

Tucker, Fras Edwd, Clifton rd, Peckham, out of business. June 10 at 11, at office of Chidley Old Jewry

Webner, Augustus, Lime st, Merchant. June 23 at 12, at the Guildhall Coffee house, Gresham st. Crump, Philpot lane

West, Jas, High st, Poplar, Brewer. June 8 at 2, at offices of Blackford & Riches, Gt Swan alley, Moorgate st

Westmore, Richd Gibbon, Norwich, Publican. June 5 at 12, at office of Clabburn, London st, Norwich

Williamson, Thos, Newcastle-upon-Tyne, Boot Dealer. June 12 at 2, at offices of Joel, Market st, Newcastle upon-Tyne

Wilson, Fras Stow, Howden, York, Innkeeper. June 8 at 11, at office of Green, Howden

Wyatt, John Graves, Plumstead rd, Auctioneer. June 20 at 1, at offices of Cooke, Gresham bldgs, Guildhall

Yates, Thos, Chorlton upon-Medlock, Manch, Provision Dealer. June 7 at 3, at offices of Taylor, South King st, Manch. Kearsley, Manch

Young, Fredk, Landport, Hants, Grocer. June 7 at 3, at the Chamber of Commerce, Cheapside

Yoxall, Edwd, Alsager, Chester, Comm Agent. June 12 at 2, at the Roe Buck inn, Kidsgrove. Sherratt

TUESDAY, May 23, 1871.

Allatt, Joseph, Eastrick Green, Halifax, York, Grocer. June 9 at 3, at offices of Jubb, Barum Top, Halifax

Ashdown, Fredk, Ashford, Kent, Grocer. June 13 at 1, at the Royal Oak Hotel, Ashford. Minter, Folkestone

Back, Geo, Berwick-upon-Tweed, Ironmonger. June 12 at 11, at the Red Lion Hotel, High st, Berwick-upon-Tweed. Douglas, Berwick-upon-Tweed

Balmforth, Joseph, East Moor, York, Brickmaker. June 14 at 11, at office of Barratt, Barstow sq, Wakefield

Banks, Chas, Handsworth, Stafford, Painter. June 12 at 11, at offices of Harrison, Newhall st, Birm

Bevis, Wm, Russell st, Chelsea, out of business. June 12 at 2, at offices of Buckler, Fenchurch st

Bigwood, John Thos, King's rd, West Chelsea, Builder. June 22 at 12, at offices of Newman, Clifford's inn, Fleet st

Booth, Alf, Sheffield, Printer. June 12 at 2, at offices of Simpson, North Church st, Sheffield

Bowers, Fredk Tun, Brownhills, nr Tunstall, Stafford, Earthenware Manufacturer, June 10 at 11, at the Copeland Arms Hotel, Stoke-upon-Trent. Hollinshead, Tunstall

Brown, John Geo, Birm, Butcher. June 7 at 3, at office of Parry, Bennett's hill, Birm

Bullock, Edmd, Manch, Confectioner, June 14 at 3, at offices of Leigh, Brown st, Manch

Burrows, Jeremiah, Pinxton, Derby, Chemist. June 9 at 1, at the White Hart inn, Mansfield. Walkden

Carpenter, Wm, Cambridge, Butcher. June 10 at 11, at office of Foster, Green st, Cambridge

Church, Geo, Cambridge Town, Frimley, Surrey, Baker. June 12 at 3, at the Duke of York Hotel, York town, Frimley. Eve, Aldershot

Church, Geo Fredk, Glenarm rd, Lower Clapton, Solicitor's Clerk. June 20 at 2, at office of Tatham, Gt Knight Rider st, Doctor's commons

Cooper, Hy, Albany st, Regent's pk, Tailor. June 19 at 1, at the Law Institution, Chancery lane. Fereday, Bedford row

Coudeman, Edwd, Strood, Kent, Printer. June 9 at 12, at offices of Hayward, High st, Rochester

Curtis, Albert, Bridport, Dorset, Outfitter. June 16 at 2, at the Bull inn, Bridport Weston, Dorchester

Evans, Thos, Wolverhampton, Stafford, out of business. June 8 at 3, at offices of Thurstans & Cartwright, Queen st, Wolverhampton

Fickling, Robt, Norwich, Butcher. June 10 at 11, at office of Stanley, Bank-plain, Norwich

Forbes, Chas, Sheppey Court, Kent, Staff Surgeon. June 20 at 2, at offices of Copland, Edward st, Sheerness

Gain, Augustus, Salisbury ter, Kilburn, Grocer. June 10 at 12, at offices of Izard & Betts, Eastcheap. Noton, Gt Swan alley, Moorgate st

Haigh, John, Sheffield, Fish Dealer. June 12 at 12, at offices of Wing, Predeaux chambers, Sheffield

Hanson, Eliz & Hy Isaac Hanson, Huddersfield, York, Yarn Spinners. June 7 at 11, at offices of Mills, New st, Huddersfield

Hart, Herbert Wm, Albert Mansions, Victoria st, Westminster, Baker. June 13 at 3, at offices of Lewis & Co, Old Jewry

Hughes, Benj & Richd White, Burton-on-Trent, Stafford, Coach Builders. June 12 at 2, at office of Wilson, Guild st, Burton-on-Trent

Hughes, Edwd, Rhosymedre, Denbigh, Currier. June 17 at 10, at office of Sherratt, Bryn-y-ffynnon lodge, Hope st, Wrexham

Hughes, Robt, Fourcrosses, Marioneth, Tailor. June 9 at 11, at the Commercial Hotel, Portmadoc. Jones & Jones, Portmadoc

Hunt, Wm, Hinckley, Leicester, Innkeeper. June 12 at 2, at offices of Preston, Church st, Hinckley

Kershaw, John, Manningham, York, Joiner. June 12 at 10, at offices of Hargreaves, Market st, Bradford

Kirkley, Geo, Salford, Manch, Slater. June 12 at 1, at offices of Henwood & Marlow, Cross st, Manch

Livett, Richd, Balham pl, Balham, Carpenter. June 12 at 1, at offices of Wright & Co, London st, Fenchurch st

Longstaff, Geo, Coxhoe, Durham, Grocer. June 12 at 12, at offices of Hoyle & Co, Mosley st, Newcastle-on Tyne

Loveridge, Jas Gill, Poltimore Farm, Devon, Farmer. June 8 at 2, at the Star inn, New st, Honiton. Tweed

Lupton, Wm, Shipley, York, Painter. June 9 at 10, at offices of Hargreaves, Market st, Bradford

Manning, Hy, York, Jeweller. June 12 at 1.30, at offices of Burham, Cannon st, Birm

Newling, John Butters, High st, St John's Wood, Grocer. June 12 at 2.20, at offices of Izard & Betts, Eastcheap. Copp, Essex st, Strand

Palmer, Joseph Edwd, Whitchurch, Oxford, Butcher. June 14 at 12, at offices of Smith, Vachel rd, Reading

Parnell, Ann, Strand, Ironmonger. June 9 at 1, at office of Rose, Salisbury st, Strand

Parsons, Hy, Parkgate, Chester, Comm Agent, June 12 at 2, at offices of Tyrer & Co, North John st, Lpool

Parsons, Jas, Salisbury, Wilts, Tinman. June 8 at 3, at office of Hodding, Market house, Salisbury

Pepper, Thos, Accrington, Lancashire, Watchmaker. June 12 at 11, at the Mitre Hotel, Cathedral gates, Manch. Buckley, Oldham

Pugh, Wm Thos, Birm, Builder, June 14 at 11, at the Union Hotel, Union st, Birm. Shakespeare, Oldbury

Remer, Margaret, Lpool, Smallware Dealer. June 14 at 2, at offices of Tyrer & Co, North John st, Lpool

Roberts, Chas, York rd, Lambeth, Musical Agent. June 9 at 2, at offices of Dubois, Gresham bldgs, Basinghall st. Lay, Chancery lane

Roberts, Thos, Castell Talybont, Carnarvon, Grocer. June 12 at 11, at the Erskine Arms Hotel, Conway. Jones, Conway

Rogers, Wm, Margate, Kent, Bookseller. June 14 at 12, at Anderton's Hotel, Fleet st. Gibson, Margate

Russell, Hy, Bradford, York, Cabinet Maker. June 7 at 10, at offices of Hargreaves, Market st, Bradford

Schlesinger, Hy, Basinghall st, Fancy Paper Dealer. June 12 at 3, at offices of Lawrence & Co, Old Jewry chambers

Shaw, Wm Geo, Bradford, York. June 9 at 10, at offices of Rhodes, Duke st, Bradford

Silcock, Joseph, Hulme, Manch, Provision Merchant. June 13 at 3, at office of Rodgers, Dickinson st, Manch

Smith, Mary Anne, Barbourne, Worcester, Schoolmistress. June 20 at 11, at offices of Bedford, Sansome st, Worcester

Smith, Thos Alf, Kennington, Kent, Miller. June 13 at 3, at the Royal Oak Hotel, Ashford. Minter, Folkestone

Standley, Hy, Oxford rd, Ealing, Mineral Water Manufacturer. June 15 at 11, at office of Croysdill & Safferay, Old Jewry chambers. Wild & Co, Ironmonger lane, Cheapside

Stephens, Wm Thos, Merchant st, Bow rd, not in business. June 7 at 12, at offices of Johnson, Southampton bldgs, Chancery lane

Strother, Fredk Robt, Camberwell rd, Cheesemonger. June 8 at 2, at offices of Plunkett, Gutter lane, Cheapside

Taylor, Joseph Cox, High green, (not High st, as erroneously printed in last Gazette,) nr Sheffield, Draper. June 7 at 2, at offices of Smith & Hinde, Bank st, Sheffield

Thompson, Edwd, Racquet ct, Fleet st, Publisher. June 8 at 11, at offices of Alcock, Gt James st, Bedford row

Vincent, Alf, Ipswich, Suffolk, Builder. June 16 at 2.30, at office of Vulliamy, Tower st, Ipswich

Wadeley, John, Kidderminster, Worcester, Shoemaker. June 9 at 3, at office of Saunders, Mill st, Kidderminster

Walker, Geo Jas, Nottingham, Upholsterer. June 14 at 12, at office of Parsons, Eldon chambers, Wheeler-gate

Wood, Philip, Church Hulme, Chester, Grocer. June 10 at 11, at office of Fletcher, Northwich

Worth, Fredk Gonner, Cannon st, Merchant. June 13 at 3, at offices of Lawrance & Co, Old Jewry chambers